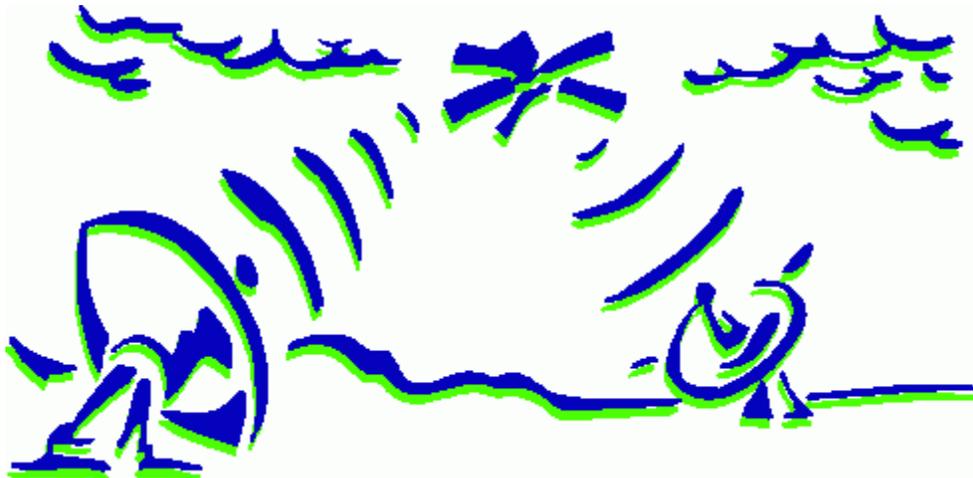




GENERAL SERVICES ADMINISTRATION  
FEDERAL TECHNOLOGY SERVICE

# SATCOM-II



**TQN-DWS-06-0001**

**February 8, 2006**

552.219-71 Notice to Offerors of Subcontracting Plan Requirements. (JUNE 2005)

The General Services Administration (GSA) is committed to assuring that maximum practicable opportunity is provided to small, HUBZone small, small disadvantaged, women-owned, veteran-owned, and service-disabled veteran owned small business concerns to participate in the performance of this contract consistent with its efficient performance. GSA expects any subcontracting plan submitted pursuant to FAR 52.219-9, Small Business Subcontracting Plan, to reflect this commitment. Consequently, an offeror, other than a small business concern, before being awarded a contract exceeding \$500,000 (\$1,000,000 for construction), must demonstrate that its subcontracting plan represents a creative and innovative program for involving small, HUBZone small, small disadvantaged, women-owned, veteran-owned, and service-disabled veteran owned small business concerns as subcontractors in the performance of this contract. (End of provision)

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**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS**  
**OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30**

1. REQUISITION NUMBER PAGE 1 OF

2. CONTRACT NO. 3. AWARD/EFFECTIVE DATE 4. ORDER NUMBER 5. SOLICITATION NUMBER TQN-DWS-06-001 6. SOLICITATION ISSUE DATE 02-08-2006

7. FOR SOLICITATION INFORMATION CALL: a. NAME Peggy Van Tassel, Contracting Officer b. TELEPHONE NUMBER (No collect calls) (703) 306-6469 8. OFFER DUE DATE/ LOCAL TIME 03-14-2006

9. ISSUED BY CODE GSA/FTS Office of Acquisition Contract Management and Administration Center/TQN 10300 Eaton Place, Room 555 Fairfax, VA 22030 10. THIS ACQUISITION IS UNRESTRICTED SET ASIDE: % FOR SMALL BUSINESS SMALL DISAV. BUSINESS 8(A) SIC: SIZE STANDARD: 11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED SEE SCHEDULE 12. DISCOUNT TERMS 13a. THIS CONTRACT IS A RATED OTHER UNDER DPAS (15 CFR 700) 13b. RATING 14. METHOD OF SOLICITATION RFQ IFB RFP

15. DELIVER TO CODE As specified in each delivery order issued under this contract. 16. ADMINISTERED BY CODE See Block 9

17a. CONTRACTOR/OFFEROR CODE FACILITY CODE 18a. PAYMENT WILL BE MADE BY CODE

TELEPHONE NO. 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
(Attach Additional Sheets as Necessary)					

25. ACCOUNTING AND APPROPRIATION DATA 26. TOTAL AWARD AMOUNT (For Govt. Use Only)

27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ARE ARE NOT ATTACHED 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR IS ATTACHED. ADDENDA ARE ARE NOT ATTACHED

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN. 29. AWARD OF CONTRACT: REFERENCE OFFER DATED YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR 31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) 30b. NAME AND TITLE OF SIGNER 30c. DATE SIGNED 31b. NAME OF CONTRACTING OFFICER 31c. DATE SIGNED

32a. QUANTITY IN COLUMN 21 HAS BEEN RECEIVE D INSPECTED ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED 33. SHIP NUMBER PARTIAL FINAL 34. VOUCHER NUMBER 35. AMOUNT VERIFIED CORRECT FOR 36. PAYMENT COMPLETE PARTIAL FINAL 37. CHECK NUMBER 38. S/R ACCOUNT NUMBER 39. S/R VOUCHER NUMBER 40. PAID BY 42a. RECEIVED BY (Print) 42b. RECEIVED AT (Location) 42c. DATE REC'D (YY/MM/DD) 42d. TOTAL CONTAINERS

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER 41c. DATE

**SECTION B**  
**SUPPLIES OR SERVICES AND PRICES/COSTS**

**B.1 GENERAL**

The offeror shall propose fixed prices for each year of the five (5) year base period.

**B.2 SERVICES AND PRICES**

Item prices shall be provided for the base 5-year period. Each pricing element will be identified by a Contract Line Item Number (CLIN). CLIN ranges are allocated by service type.

CLIN(s) for the 5-year base period are six-digit numbers. For each CLIN, the offeror may propose a single fixed price which would be valid for all five (5) years of the contract. If proposed, the offeror must clearly specify this in the pricing tables of its proposal. Alternately separate pricing may be offered for each contract year using the CLIN structure defined below. CLIN periods for years 2 -5 will use the same CLIN structure as defined for year 1 and include a dash (-) with applicable base years 2 through 5. For example:

- CLIN 120000 represents Base Year 1
- CLIN 120000-1 represents Base Year 2
- CLIN 120000-2 represents Base Year 3
- CLIN 120000-3 represents Base Year 4
- CLIN 120000-4 represents Base Year 5

All prices shall include the 2% GSA Management Fee. Prices shall be specified and billed in United States (U.S.) currency.

The offeror shall, at a minimum, provide pricing for one service from Service Type I, one service from Service Type II, and shall offer all services within Service Type III. In addition to Service Types I, II, and III, small businesses may offer Service Type IV which is a small business set aside.

- 1) Service Type I: Satellite Transport Service
  - a) Mobile Satellite Service (MSS)
  - b) Fixed Satellite Service (FSS)
- 2) Service Type II: Satellite Solutions
  - a) Distance Learning
  - b) Emergency Response / Continuity of Operations
  - c) Telemedicine
  - d) Streaming Video

- e) Broadcast Satellite
- 3) Service Type III: Satellite Design, Engineering and Maintenance Services (includes but is not limited to)
- a) Design
  - b) Engineering
  - c) Maintenance Support Services
  - d) Configuration
  - e) Installation
  - f) Implementation
  - g) Training
  - h) Customer Care and Helpdesk Support
  - i) On-going maintenance and operational support for the services delivered under Service Types I and II.
- 4) Service Type IV: Satellite Professional Support Services (Small Business Set-Aside) (includes but is not limited to)
- a) Abstract or Concept studies and Analysis
  - b) Strategic and Preliminary Planning
  - c) Requirements Definition and Analysis
  - d) Evaluation of Alternative technical approaches
  - e) Modeling and Simulation
  - f) Enterprise Architecture design
  - g) Cost/Cost-Performance trade-Off Analysis
  - h) Feasibility Analysis
  - i) Regulatory Compliance Support
  - j) System Engineering
  - k) Acceptance Testing

- l) Independent Verification and Validation
- m) Information Assurance Certification and Accreditation.

**B.3 PRICING TABLES (Base Year 1)**

**B.3.1 Service Type I: Satellite Transport Services**

**B.3.1.1 Mobile Satellite Service (MSS) (Base Year 1 -.....)**

CLINs 100000 through 199999 are reserved for Mobile Satellite Service and Equipment

CLIN	Service Type	Description of Supplies or Services	Qty	Unit Charge (i.e. per minute, month, kbps, bandwidth, packet, page)	Unit Price
<b>Mobile Satellite Service</b>					
100000 to 100999	Globalstar				
110000 to 110999	Inmarsat				
120000 to 120999	Iridium				
130000 to 130999	Other Service Type				
<b>Mobile Satellite Services Equipment</b>					
CLIN	Service Type	Description of Supplies or Services (with manufacturer and model number where applicable)	Qty	Unit Charge (i.e. per each, lot)	Unit Price
102000 to 100999	Globalstar				
112000 to 110999	Inmarsat				
122000 to 120999	Iridium				
132000 to 130999	Other Service Type				

**B.3.1.2 Fixed Satellite Service (FSS) (Base Year 1.....)**

CLINs 200000 through 299999 are reserved for Fixed Satellite Service and Equipment

CLIN	Description of Supplies or Services			Qty	Unit Charge (i.e. per time period, bandwidth)	Unit Price
	Service Category/ Bandwidth	Geographic Area	Frequency Band			
<b>Fixed Satellite Services</b>						
200000 to 249999						
<b>Fixed Satellite Services Equipment</b>						
	Service Category	Manufacturer	Model Number	Qty	Unit Charge (i.e. each, lot)	Unit Price
250000 to 299999						

**B.3.2 Service Type II: Satellite Application Services**

**B.3.2.1 Distance Learning Services (Base Year 1 .....)**

CLINs 300000 through 399999 are reserved for Distance Learning Services and Equipment

CLIN	Description of Supplies or Services	Qty	Unit Charge (i.e. per user, minute, month, bandwidth)	Unit Price
<b>Distance Learning Services</b>				
300000				
<b>Distance Learning Equipment</b>				

**B.3.2.2 Emergency Response/Continuity of Operations (Base Year 1 .....)**

CLINs 400000 through 449999 are reserved for Emergency Response/Continuity of Operations Solutions.

CLIN	Description of Supplies or Services	Qty	Unit Charge (i.e. per user, minute, month, bandwidth)	Unit Price
<b>Emergency Response / COOP Services</b>				
400000				
<b>Emergency Response / COOP Equipment</b>				

**B.3.2.3 Telemedicine Services (Base Year 1 .....)**

CLINs 450000 through 499999 are reserved for Telemedicine Services and Equipment

CLIN	Description of Supplies or Services	Qty	Unit Charge (i.e. per user, minute, month, bandwidth)	Unit Price
<b>Telemedicine Services</b>				
450000				
<b>Telemedicine Equipment</b>				

**B.3.2.4 Streaming Video Services (Base Year 1 .....)**

CLINs 500000 through 549999 are reserved for Streaming Video Services and Equipment

CLIN	Description of Supplies or Services	Qty	Unit Charge (i.e. per user, minute, month, bandwidth)	Unit Price
<b>Streaming Video Services</b>				
500000				
<b>Streaming Video Equipment</b>				

**B.3.2.5 Broadcast Satellite Service (BSS) (Base Year 1 .....)**

CLINs 550000 through 599999 are reserved for Broadcast Satellite Services and Equipment

CLIN	Description of Supplies or Services	Qty	Unit Charge (i.e. per user, minute, month, bandwidth)	Unit Price
<b>Broadcast Satellite Services</b>				
550000				
<b>Broadcast Equipment</b>				

**B.3.3 Service Type III: Design, Engineering and Maintenance Support Services (Base Year 1 .....)**

CLINs 600000 through 699999 are reserved for Design, Engineering and Maintenance Support Services including Training, and Equipment. Not Separately Priced (NSP) indicates a service that will be included as an un-priced feature of Design, Engineering, and Maintenance Services.

CLIN	Description of Supplies or Services	Qty	Unit Charge (i.e. per service, work product)	Price
<b>Design, Engineering, and Maintenance Support Services</b>				
600000				
	Customer Care and Help Desk Support			NSP
<b>Design, Engineering, and Maintenance Support Equipment</b>				

**B.3.4 Service Type IV: Satellite Professional Support Services (Small Business Set-Aside)  
(Base Year 1 .....**)

CLINs 700000 through 710000 are reserved for Satellite Professional Support Service Labor Categories and Rates and are for Small Businesses only. Labor rate descriptions are defined in Section C.3.4.1. The labor rates shall be fully burdened rates inclusive of fee. The labor categories listed below shall be proposed at a minimum. Additional categories may be proposed as deemed appropriate and approved by the GSA Contracting Officer.

CLIN	Labor Category	Qty	Unit	Price On-Site	Price Off-Site
700000	Program Manager				
700001	Project Engineer				
700002	Subject Matter Expert				
700003	Senior Technical Staff				
700004	Technical Staff				
700005	Principal Engineer				
700006	Senior Engineer				
700007	Engineer				
700008	Network Engineer				
700009	Information Security Specialist				
700010	Management Support Staff				
700011	Engineering Technician IV – (Department of Labor Service Contract Act Labor Category #29084)				
700012	Engineering Technician II – (Department of Labor Service Contract Act Labor Category #29082)				
700013	Word Processor III – (Department of Labor Service Contract Act Labor Category #01613)				

**B.4 PRICING TABLES (Base Year 2)**

**B.4.1 Service Type I: Satellite Transport Services**

**B.4.1.1 Mobile Satellite Service (MSS) (Base Year 2- . . . . .)**

CLINs 100000-1 through 199999-1 are reserved for Mobile Satellite Service and Equipment

CLIN	Service Type	Description of Supplies or Services	Qty	Unit Charge (i.e. per minute, month, kbps, bandwidth, packet, page)	Unit Price
<b>Mobile Satellite Service</b>					
100000-1 to 100999-1	Globalstar				
110000- 1 to 110999-1	Inmarsat				
120000-1 to 120999-1	Iridium				
130000-1 to 130999-1	Other Service Type				
<b>Mobile Satellite Services Equipment</b>					
CLIN	Service Type	Description of Supplies or Services (with manufacturer and model number where applicable)	Qty	Unit Charge (i.e. per each, lot)	Unit Price
100000-1 to 100999-1	Globalstar				
110000- 1 to 110999-1	Inmarsat				
120000-1 to 120999-1	Iridium				
130000-1 to 130999-1	Other Service Type				

**B.4.1.2 Fixed Satellite Service (FSS) (Base Year 2.....)**

CLINs 200000-1 through 299999-1 are reserved for Fixed Satellite Service and Equipment

CLIN	Description of Supplies or Services			Qty	Unit Charge (i.e. per time period, bandwidth)	Unit Price
	Service Category/ Bandwidth	Geographic Area	Frequency Band			
<b>Fixed Satellite Services</b>						
200000-1 to 249999-1						
<b>Fixed Satellite Services Equipment</b>						
	Service Category	Manufacturer	Model Number	Qty	Unit Charge (i.e. each, lot)	Unit Price
250000-1 to 299999-1						

**B.4.2 Service Type II: Satellite Application Services**

**B.4.2.1 Distance Learning Services (Base Year 2.....)**

CLINs 300000-1 – 399999-1 are reserved for Distance Learning Services and Equipment

CLIN	Description of Supplies or Services	Qty	Unit Charge (i.e. per user, minute, month, bandwidth)	Unit Price
<b>Distance Learning Services</b>				
300000-1				
<b>Distance Learning Equipment</b>				

**B.4.2.2 Emergency Response/Continuity of Operations Planning (Base Year 2.....)**

CLINs 400000-1 through 449999-1 are reserved for Emergency Response/Continuity of Operations Planning

CLIN	Description of Supplies or Services	Qty	Unit Charge (i.e. per user, minute, month, bandwidth)	Unit Price
<b>Emergency Response / COOP Services</b>				
400000-1				
<b>Emergency Response / COOP Equipment</b>				

**B.4.2.3 Telemedicine Services (Base Year 2.....)**

CLINs 450000-1 through 499999-1 are reserved for Telemedicine Services and Equipment

CLIN	Description of Supplies or Services	Qty	Unit Charge (i.e. per user, minute, month, bandwidth)	Unit Price
<b>Telemedicine Services</b>				
450000-1				
<b>Telemedicine Equipment</b>				

**B.4.2.4 Streaming Video Services (Base Year 2.....)**

CLINs 500000-1 through 549999-1 are reserved for Streaming Video Services and Equipment

CLIN	Description of Supplies or Services	Qty	Unit Charge (i.e. per user, minute, month, bandwidth)	Unit Price
<b>Streaming Video Services</b>				
500000-1				
<b>Streaming Video Equipment</b>				

**B.4.2.5 Broadcast Satellite Service (BSS) (Base Year 2.....)**

CLINs 550000-1 through 599999-1 are reserved for Broadcast Satellite Services and Equipment

CLIN	Description of Supplies or Services	Qty	Unit Charge (i.e. per user, minute, month, bandwidth)	Unit Price
<b>Broadcast Satellite Services</b>				
550000-1				
<b>Broadcast Equipment</b>				

**B.4.3 Service Type III: Design, Engineering and Maintenance Support Services (Base Year 2.....)**

CLINs 600000-1 through 699999-1 are reserved for Design, Engineering and Maintenance Support Services including Training, and Equipment. Not Separately Priced (NSP) indicates a service that will be included as an un-priced feature of Design, Engineering, and Maintenance Services.

CLIN	Description of Supplies or Services	Qty	Unit Charge (i.e. per service, work product)	Price
<b>Design, Engineering, and Maintenance Support Services</b>				
600000-1				
	Customer Care and Help Desk Support			NSP
<b>Design, Engineering, and Maintenance Support Equipment</b>				

**B.4.4 Service Type IV: Satellite Professional Support Services (Small Business Set-Aside)  
(Base Year 2.....)**

CLINs 700000-1 through 710000-1 are reserved for Professional Support Service Labor Categories and Rates and are for Small Businesses only. Labor rate descriptions are defined in Section C.3.4.1. The labor rates shall be fully burdened rates inclusive of fee. The labor categories listed below shall be proposed at a minimum. Additional categories may be proposed as deemed appropriate and approved by the GSA Contracting Officer.

CLIN	Labor Category	Qty	Unit	Price On-Site	Price Off-Site
700000-1	Program Manager				
700001-1	Project Engineer				
700002-1	Subject Matter Expert				
700003-1	Senior Technical Staff				
700004-1	Technical Staff				
700005-1	Principal Engineer				
700006-1	Senior Engineer				
700007-1	Engineer				
700008-1	Network Engineer				
700009-1	Information Security Specialist				
700010-1	Management Support Staff				
700011-1	Engineering Technician IV (Department of Labor Service Contract Act Labor Category #29084)				
700012-1	Engineering Technician II (Department of Labor Service Contract Act Labor Category #29082)				
700013-1	Word Processor III – (Department of Labor Service Contract Act Labor Category #01613)				

**B.5 PRICING TABLES (Base Year 3)**

**B.5.1 Service Type I: Satellite Transport Services**

**B.5.1.1 Mobile Satellite Service (MSS) (Base Year 3 -.....)**

CLINs 100000-2 through 199999-2 are reserved for Mobile Satellite Service and Equipment

CLIN	Service Type	Description of Supplies or Services	Qty	Unit Charge (i.e. per minute, month, kbps, bandwidth, packet, page)	Unit Price
<b>Mobile Satellite Service</b>					
100000-2 to 100999-2	Globalstar				
110000- 2 to 110999-2	Inmarsat				
120000-2 to 120999-2	Iridium				
130000-2 to 130999-2	Other Service Type				
<b>Mobile Satellite Services Equipment</b>					
CLIN	Service Type	Description of Supplies or Services (with manufacturer and model number where applicable)	Qty	Unit Charge (i.e. per each, lot)	Unit Price
100000-2 to 100999-2	Globalstar				
110000- 2 to 110999-2	Inmarsat				
120000-2 to 120999-2	Iridium				
130000-2 to 130999-2	Other Service Type				

**B.5.1.2 Fixed Satellite Service (FSS) (Base Year 3 - .....)**

CLINs 200000-2 through 299999-2 are reserved for Fixed Satellite Service and Equipment

CLIN	Description of Supplies or Services			Qty	Unit Charge (i.e. per time period, bandwidth)	Unit Price
	Service Category/ Bandwidth	Geographic Area	Frequency Band			
<b>Fixed Satellite Services</b>						
200000-2 to 249999-2						
<b>Fixed Satellite Services Equipment</b>						
	Service Category	Manufacturer	Model Number	Qty	Unit Charge (i.e. each, lot)	Unit Price
250000-2 to 299999-2						

**B.5.2 Service Type II: Satellite Application Services**

**B.5.2.1 Distance Learning Services (Base Year 3 - .....)**

CLINs 300000-2 through 399999-2 are reserved for Distance Learning Services and Equipment

CLIN	Description of Supplies or Services	Qty	Unit Charge (i.e. per user, minute, month, bandwidth)	Unit Price
<b>Distance Learning Services</b>				
300000-2				
<b>Distance Learning Equipment</b>				

**B.5.2.2 Emergency Response/Continuity of Operations Planning (Base Year 3 - .....)**

CLINs 400000-2 through 449999-2 are reserved for Emergency Response/Continuity of Operations Planning

CLIN	Description of Supplies or Services	Qty	Unit Charge (i.e. per user, minute, month, bandwidth)	Unit Price
<b>Emergency Response / COOP Services</b>				
400000-2				
<b>Emergency Response / COOP Equipment</b>				

**B.5.2.3 Telemedicine Services (Base Year 3 - .....)**

CLINs 450000-2 through 499999-2 are reserved for Telemedicine Services and Equipment

CLIN	Description of Supplies or Services	Qty	Unit Charge (i.e. per user, minute, month, bandwidth)	Unit Price
<b>Telemedicine Services</b>				
450000-2				
<b>Telemedicine Equipment</b>				

**B.5.2.4 Streaming Video Services (Base Year 3 - .....)**

CLINs 500000-2 through 549999-2 are reserved for Streaming Video Services and Equipment

CLIN	Description of Supplies or Services	Qty	Unit Charge (i.e. per user, minute, month, bandwidth)	Unit Price
<b>Streaming Video Services</b>				
500000-2				
<b>Streaming Video Equipment</b>				

**B.5.2.5 Broadcast Satellite Service (BSS) (Base Year 3 - .....)**

CLINs 550000-2 through 599999-2 are reserved for Broadcast Satellite Services and Equipment

CLIN	Description of Supplies or Services	Qty	Unit Charge (i.e. per user, minute, month, bandwidth)	Unit Price
<b>Broadcast Satellite Services</b>				
550000-2				
<b>Broadcast Equipment</b>				

**B.5.3 Service Type III: Design, Engineering and Maintenance Support Services (Base Year 3 - .....)**

CLINs 600000-2 through 699999-2 are reserved for Design, Engineering and Maintenance Support Services including Training, and Equipment. Not Separately Priced (NSP) indicates a service that will be included as an un-priced feature of Design, Engineering, and Maintenance Services.

CLIN	Description of Supplies or Services	Qty	Unit Charge (i.e. per service, work product)	Price
<b>Design, Engineering, and Maintenance Support Services</b>				
600000-2				
	Customer Care and Help Desk Support			NSP
<b>Design, Engineering, and Maintenance Support Equipment</b>				

**B.5.4 Service Type IV: Satellite Professional Support Services (Small Business Set-Aside)  
(Base Year 3- .....)**

CLINs 700000-2 through 710000-2 are reserved for Professional Support Service Labor Categories and Rates and are for Small Businesses only. Labor rate descriptions are defined in Section C.3.4.1. The labor rates shall be fully burdened rates inclusive of fee. The labor categories listed below shall be proposed at a minimum. Additional categories may be proposed as deemed appropriate and approved by the GSA Contracting Officer.

CLIN	Labor Category	Qty	Unit	Price On-Site	Price Off Site
700000-2	Program Manager				
700001-2	Project Engineer				
700002-2	Subject Matter Expert				
700003-2	Senior Technical Staff				
700004-2	Technical Staff				
700005-2	Principal Engineer				
700006-2	Senior Engineer				
700007-2	Engineer				
700008-2	Network Engineer				
700009-2	Information Security Specialist				
700010-2	Management Support Staff				
700011-2	Engineering Technician IV (Department of Labor Service Contract Act Labor Category #29084)				
700012-2	Engineering Technician II (Department of Labor Service Contract Act Labor Category #29082)				
700013-2	Word Processor III – (Department of Labor Service Contract Act Labor Category #01613)				

**B.6 PRICING TABLES (Base Year 4)**

**B.6.1 Service Type I: Satellite Transport Services**

**B.6.1.1 Mobile Satellite Service (MSS) (Base Year 4 -.....)**

CLINs 100000-3 through 199999-3 are reserved for Mobile Satellite Service and Equipment

CLIN	Service Type	Description of Supplies or Services	Qty	Unit Charge (i.e. per minute, month, kbps, bandwidth, packet, page)	Unit Price
<b>Mobile Satellite Service</b>					
100000-3 to 100999-3	Globalstar				
110000-3 to 110999-3	Inmarsat				
120000-3 to 120999-3	Iridium				
130000-3 to 130999-3	Other Service Type				
<b>Mobile Satellite Services Equipment</b>					
CLIN	Service Type	Description of Supplies or Services (with manufacturer and model number where applicable)	Qty	Unit Charge (i.e. per each, lot)	Unit Price
100000-3 to 100999-3	Globalstar				
110000-3 to 110999-3	Inmarsat				
120000-3 to 120999-3	Iridium				
130000-3 to 130999-3	Other Service Type				

**B.6.1.2 Fixed Satellite Service (FSS) (Base Year 4 - .....)**

CLINs 200000-3 through 299999-3 are reserved for Fixed Satellite Service and Equipment

CLIN	Description of Supplies or Services			Qty	Unit Charge (i.e. per time period, bandwidth)	Unit Price
	Service Category/ Bandwidth	Geographic Area	Frequency Band			
<b>Fixed Satellite Services</b>						
200000-3 to 249999-3						
<b>Fixed Satellite Services Equipment</b>						
	Service Category	Manufacturer	Model Number	Qty	Unit Charge (i.e. each, lot)	Unit Price
250000-3 to 299999-3						

**B.6.2 Service Type II: Satellite Application Services**

**B.6.2.1 Distance Learning Services (Base Year 4 - .....)**

CLINs 300000-3 through 399999-3 are reserved for Distance Learning Services and Equipment

CLIN	Description of Supplies or Services	Qty	Unit Charge (i.e. per user, minute, month, bandwidth)	Unit Price
<b>Distance Learning Services</b>				
300000-3				
<b>Distance Learning Equipment</b>				

**B.6.2.2 Emergency Response/Continuity of Operations Planning (Base Year 4 - .....)**

CLINs 400000-3 through 449999-3 are reserved for Emergency Response/Continuity of Operations Planning

CLIN	Description of Supplies or Services	Qty	Unit Charge (i.e. per user, minute, month, bandwidth)	Unit Price
<b>Emergency Response / COOP Services</b>				
400000-3				
<b>Emergency Response / COOP Equipment</b>				

**B.6.2.3 Telemedicine Services (Base Year 4 - .....)**

CLINs 450000-3 through 499999-3 are reserved for Telemedicine Services and Equipment

CLIN	Description of Supplies or Services	Qty	Unit Charge (i.e. per user, minute, month, bandwidth)	Unit Price
<b>Telemedicine Services</b>				
450000-3				
<b>Telemedicine Equipment</b>				

**B.6.2.4 Streaming Video Services (Base Year 4 - .....)**

CLINs 500000-3 through 549999-3 are reserved for Streaming Video Services and Equipment

CLIN	Description of Supplies or Services	Qty	Unit Charge (i.e. per user, minute, month, bandwidth)	Unit Price
<b>Streaming Video Services</b>				
500000-3				
<b>Streaming Video Equipment</b>				

**B.6.2.5 Broadcast Satellite Service (BSS) (Base Year 4 - .....)**

CLINs 550000-3 through 599999-3 are reserved for Broadcast Satellite Services and Equipment

CLIN	Description of Supplies or Services	Qty	Unit Charge (i.e. per user, minute, month, bandwidth)	Unit Price
<b>Broadcast Satellite Services</b>				
550000-3				
<b>Broadcast Equipment</b>				

**B.6.3 Service Type III: Design, Engineering and Maintenance Support Services (Base Year 4 - .....)**

CLINs 600000-3 through 699999-3 are reserved for Design, Engineering and Maintenance Support Services including Training, and Equipment. Not Separately Priced (NSP) indicates a service that will be included as an un-priced feature of Design, Engineering, and Maintenance Services.

CLIN	Description of Supplies or Services	Qty	Unit Charge (i.e. per service, work product)	Price
<b>Design, Engineering, and Maintenance Support Services</b>				
600000-3				
	Customer Care and Help Desk Support			NSP
<b>Design, Engineering, and Maintenance Support Equipment</b>				

**B.6.4 Service Type IV: Satellite Professional Support Services (Small Business Set-Aside)  
(Base Year 4 - .....)**

CLINs 700000-3 through 710000-3 are reserved for Professional Support Service Labor Categories and Rates and are for Small Businesses only. Labor rate descriptions are defined in Section C.3.4.1. The labor rates shall be fully burdened rates inclusive of fee. The labor categories listed below shall be proposed at a minimum. Additional categories may be proposed as deemed appropriate and approved by the GSA Contracting Officer.

CLIN	Labor Category	Qty	Unit	Price On-Site	Price Off Site
700000-3	Program Manager				
700001-3	Project Engineer				
700002-3	Subject Matter Expert				
700003-3	Senior Technical Staff				
700004-3	Technical Staff				
700005-3	Principal Engineer				
700006-3	Senior Engineer				
700007-3	Engineer				
700008-3	Network Engineer				
700009-3	Information Security Specialist				
700010-3	Management Support Staff				
700011-3	Engineering Technician IV (Department of Labor Service Contract Act Labor Category #29084)				
700012-3	Engineering Technician II (Department of Labor Service Contract Act Labor Category #29082)				
700013-3	Word Processor III – (Department of Labor Service Contract Act Labor Category #01613)				

**B.7 PRICING TABLES (Base Year 5)**

**B.7.1 Service Type I: Satellite Transport Services**

**B.7.1.1 Mobile Satellite Service (MSS) (Base Year 5 -.....)**

CLINs 100000-4 through 199999-4 are reserved for Mobile Satellite Service and Equipment

CLIN	Service Type	Description of Supplies or Services	Qty	Unit Charge (i.e. per minute, month, kbps, bandwidth, packet, page)	Unit Price
<b>Mobile Satellite Service</b>					
100000-4 to 100999-4	Globalstar				
110000-4 to 110999-4	Inmarsat				
120000-4 to 120999-4	Iridium				
130000-4 to 130999-4	Other Service Type				
<b>Mobile Satellite Services Equipment</b>					
CLIN	Service Type	Description of Supplies or Services (with manufacturer and model number where applicable)	Qty	Unit Charge (i.e.per each, lot)	Unit Price
100000-4 to 100999-4	Globalstar				
110000-4 to 110999-4	Inmarsat				
120000-4 to 120999-4	Iridium				
130000-4 to 130999-4	Other Service Type				

**B.7.1.2 Fixed Satellite Service (FSS) (Base Year 5 - .....)**

CLINs 200000-4 through 299999-4 are reserved for Fixed Satellite Service and Equipment

CLIN	Description of Supplies or Services			Qty	Unit Charge (i.e. per time period, bandwidth)	Unit Price
	Service Category/ Bandwidth	Geographic Area	Frequency Band			
<b>Fixed Satellite Services</b>						
200000-4 to 249999-4						
<b>Fixed Satellite Services Equipment</b>						
	Service Category	Manufacturer	Model Number	Qty	Unit Charge (i.e. each, lot)	Unit Price
250000-4 to 299999-4						

**B.7.2 Service Type II: Satellite Application Services**

**B.7.2.1 Distance Learning Services (Base Year 5 - .....)**

CLINs 300000-4 through 399999-4 are reserved for Distance Learning Services and Equipment

CLIN	Description of Supplies or Services	Qty	Unit Charge (i.e. per user, minute, month, bandwidth)	Unit Price
<b>Distance Learning Services</b>				
300000-4				
<b>Distance Learning Equipment</b>				

**B.7.2.2 Emergency Response/Continuity of Operations Planning (Base Year 5 - .....)**

CLINs 400000-4 through 449999-4 are reserved for Emergency Response/Continuity of Operations Planning

CLIN	Description of Supplies or Services	Qty	Unit Charge (i.e. per user, minute, month, bandwidth)	Unit Price
<b>Emergency Response / COOP Services</b>				
400000-4				
<b>Emergency Response / COOP Equipment</b>				

**B.7.2.3 Telemedicine Services (Base Year 5 - .....)**

CLINs 450000-4 through 499999-4 are reserved for Telemedicine Services and Equipment

CLIN	Description of Supplies or Services	Qty	Unit Charge (i.e. per user, minute, month, bandwidth)	Unit Price
<b>Telemedicine Services</b>				
450000-4				
<b>Telemedicine Equipment</b>				

**B.7.2.4 Streaming Video Services (Base Year 5 - .....)**

CLINs 500000-4 through 549999-4 are reserved for Streaming Video Services and Equipment

CLIN	Description of Supplies or Services	Qty	Unit Charge (i.e. per user, minute, month, bandwidth)	Unit Price
<b>Streaming Video Services</b>				
500000-4				
<b>Streaming Video Equipment</b>				

**B.7.2.5 Broadcast Satellite Service (BSS) (Base Year 5 - .....)**

CLINs 550000-4 through 599999-4 are reserved for Broadcast Satellite Services and Equipment

CLIN	Description of Supplies or Services	Qty	Unit Charge (i.e. per user, minute, month, bandwidth)	Unit Price
<b>Broadcast Satellite Services</b>				
550000-4				
<b>Broadcast Equipment</b>				

**B.7.3 Service Type III: Design, Engineering and Maintenance Support Services (Base Year 5 - .....)**

CLINs 600000-4 through 699999-4 are reserved for Design, Engineering and Maintenance Support Services including Training, and Equipment. Not Separately Priced (NSP) indicates a service that will be included as an un-priced feature of Design, Engineering, and Maintenance Services.

CLIN	Description of Supplies or Services	Qty	Unit Charge (i.e. per service, work product)	Price
<b>Design, Engineering, and Maintenance Support Services</b>				
600000-4				
	Customer Care and Help Desk Support			NSP
<b>Design, Engineering, and Maintenance Support Equipment</b>				

**B.7.4 Service Type IV: Satellite Professional Support Services (Small Business Set-Aside) (Base Year 5 - .....)**

CLINs 700000-4 through 710000-4 are reserved for Professional Support Service Labor Categories and Rates and are for Small Businesses only. Labor rate descriptions are defined in Section C.3.4.1. The labor rates shall be fully burdened rates inclusive of fee. The labor categories listed below shall be proposed at a minimum. Additional categories may be proposed as deemed appropriate and approved by the GSA Contracting Officer.

CLIN	Labor Category	Qty	Unit	Price On-Site	Price Off Site
700000-4	Program Manager				
700001-4	Project Engineer				
700002-4	Subject Matter Expert				
700003-4	Senior Technical Staff				
700004-4	Technical Staff				
700005-4	Principal Engineer				
700006-4	Senior Engineer				
700007-4	Engineer				
700008-4	Network Engineer				
700009-4	Information Security Specialist				
700010-4	Management Support Staff				
700011-4	Engineering Technician IV (Department of Labor Service Contract Act Labor Category #29084)				
700012-4	Engineering Technician II (Department of Labor Service Contract Act Labor Category #29082)				
700013-4	Word Processor III – (Department of Labor Service Contract Act Labor Category #01613)				

## **SECTION C STATEMENT OF WORK**

### **C.1 INTRODUCTION**

The Federal Technology Service (FTS) provides Government users with up-to-date, cost-effective, and easy to use satellite services. Working in partnership with user agencies the following requirements were developed:

**C.1.1 Service Continuity** - This solicitation defines and includes all services that are currently available under the FTS Satellite Services Program. This requirement will facilitate a smooth transition from the existing satellite contract(s) to the GSA SATCOM-II contract(s).

**C.1.2 Competitive Pricing** - All pricing proposed shall be equal to or better than that offered commercially. Further discounts may be negotiated at the Task Order level.

**C.1.3 Continuous Competition** - These satellite contracts provide agencies a broad array of service options and continuous competition among the vendors throughout the life of the acquisition.

**C.1.4 Full Range of Commercial Offerings** - These contract(s) provide a wide range of commercial satellite offerings to include: mobile satellite services, fixed satellite services, broadcast satellite services, satellite applications solutions, engineering, operations and management services, and professional support services.

**C.1.5 Flexible Commercial Ordering and Billing Options** - These multiple award contracts offer multiple ordering and billing options to customers. Similar to the previous Satellite contract(s), customers may take advantage of direct-order, direct-billed or GSA-assisted ordering and billing options.

**C.1.6 Service Quality** - The SATCOM-II contractor(s) shall include metrics to ensure high quality service is delivered throughout the terms of the contract(s).

### **C.2 SCOPE**

The scope of this acquisition includes all national and international services necessary for the Government to satisfy its worldwide commercial satellite communications solutions for the life of the contract(s). In addition, the scope of this contract includes, at the discretion of the Government, technological enhancements, service improvements, customer-specific applications and extensions, ancillary equipment and professional support services (small business set-aside) necessary to provide end-to-end satellite solutions. The scope also includes new and/or emerging commercial satellite service offerings as commercially available.

### C.3 MANDATORY SERVICE REQUIREMENTS

SATCOM-II services are grouped into four service types as defined below. The Offeror shall, at a minimum, offer one service from Service Type I, one service from Service Type II, and shall offer all services within Service Type III to be considered eligible for award. In addition to Service Types I, II, and III, small businesses may offer Service Type IV which is a small business set aside.

- a. **Service Type I: Satellite Transport Services.** Satellite Transport Services include Mobile Satellite Service and Fixed Satellite Service.
- b. **Service Type II: Satellite Applications Services.** Satellite Applications Services include Distance Learning, Emergency Response/Continuity of Operations Planning (COOP), Telemedicine, Streaming Video, and Broadcast Satellite Service (BSS).
- c. **Service Type III: Satellite Design, Engineering, and Maintenance Services.** Design, Engineering, and Maintenance Support Services provide satellite system engineering design, configuration, installation, implementation, training, and on-going maintenance and operational support for the services delivered under Service Types I and II.
- d. **Service Type IV: Satellite Professional Support Service – Small Business Set-Aside.** This service offering supports agencies needs and are independent of the delivery of Type I, II and III services. Professional Support Services include abstract or concept studies and analysis, strategic and preliminary planning, requirements definition and analysis, the evaluation of alternative technical approaches, modeling and simulation, enterprise architecture design, cost-performance trade-off analysis, feasibility analysis, regulatory compliance support, system engineering, acceptance testing, independent verification and validation, and Information Assurance certification and accreditation.

#### C.3.1 Service Type I: Satellite Transport Services

Service Type I, Satellite Transport Services, is a mandatory service type. Within Service Type I, the Offeror shall offer Mobile Satellite Service, Fixed Satellite Service, or both.

##### C.3.1.1 Mobile Satellite Service (MSS)

Mobile Satellite Service is any commercial satellite service that is intended for use with terminals that are capable of communicating while on the move. In addition to the commercial transport service, MSS includes handheld and portable equipment required to deliver the service to the user.

The Offeror shall propose one or more of the following delivery systems for providing Mobile Satellite Service. The Offeror may specify additional delivery systems but one of the following shall be offered:

- Iridium
- Globalstar
- Inmarsat

#### **C.3.1.1.1 Minimum Requirements for Mobile Satellite Service (MSS)**

Offerors proposing one or more of these MSS commercial services shall include and describe the following for each service:

1. Full-duplex voice and data communications.
2. End-to-end connectivity for all calls originating or terminating between MSS users, MSS and wireline users, or between MSS and wireless users.
3. The Offeror shall identify proposed MSS data rates using Table C-1.

Table C-1  
MSS Data Rates

	Data Rate(s)
Iridium	
Globalstar	
Inmarsat	
other	

4. The Offeror shall propose performance metrics sufficient to ensure proper delivery of services. These metrics shall be identified by the offeror using a tabular format similar to the example shown in Table C-2.

Table C-2  
Performance Metrics (examples only)

Key Performance Indicator	Service Level	Performance Threshold	How measured
Availability	Regular	.995	Time that system is operationally available to user
Availability	Premier	.9975	Time that system is operationally available to user
Latency (one way)	Regular	< 0.4 seconds	Satellite propagation and circuit delays
Call Waiting Time	Premier	< 5 seconds	Statistical sampling of calls

5. The Offeror shall define the contours of the MSS coverage (the satellite footprint). The Offeror shall provide maps showing frequency band coverage and any regional performance metrics.
6. The Offeror shall provide all necessary hardware, software, and accessories to support the MSS.

### **C.3.1.2 Fixed Satellite Services (FSS)**

Fixed Satellite Services is satellite based transmission to support agency networks and mission critical applications such as wide band video. FSS also includes transportable terminals for use in any emergency response or quick deployable applications.

Fixed Satellite Service includes very small aperture terminals (VSAT) and other various sized terminals.

#### **C.3.1.2.1 Minimum Requirements for Commercial Fixed Satellite Service (FSS)**

If FSS is proposed, the following requirements are mandatory:

1. The Offeror shall provide full-duplex, half-duplex, and simplex transmission service of voice, data, and video traffic for point-to-point and point-to-multipoint configurations. The service may use any available satellites operating in C-band, Ku-band, Ka-band, and other commercial bands. The offeror shall identify proposed service categories, uplink and downlink bandwidths using Table C-3.

Table C-3  
Service Category and Bandwidth

Service Category	Uplink Bandwidth	Downlink bandwidth

2. The Offeror shall propose satellite services on renewable terms with durations of one (1) hour, one (1) day, one (1) week, monthly, one (1) year and greater than one (1) year as required by the task/delivery order.
3. The Offeror shall propose procedures for an advanced reservation system allowing Government users to obtain guaranteed reservations. The Offeror shall propose the number of days prior to the service date it is willing to allow Government users to make a reservation and propose the days in advance a reservation can be cancelled without charge, consistent with commercial practice.
4. The Offeror shall propose procedures to allow bandwidth scheduling and reservation on a group basis. The reservation system shall allow for any user within the group to centrally control the scheduling of its own bandwidth as a group and any number of subgroups within 24 hours of need. The reservation system shall allow a user to combine any number of specified downlinks for any number of users within the group to receive content from one or more uplinks in the group. The reservation system shall allow for on-the-spot addition of sites to any reception group.
5. The Offeror shall propose procedures to ensure that the Government has sufficient notice to affect service renewals to avoid service interruptions or challenge by other commercial satellite users.
6. The Offeror shall provide bandwidth on a dedicated and occasional use basis. In addition, the Offeror shall propose preemptible and non-preemptible bandwidth.
7. The Offeror shall propose recovery procedures used in the event that the satellite being used by the Offeror suffers any failure that disrupts service to Government users. This includes partial failure and total catastrophic failure of the satellite.
8. The Offeror shall propose sufficient performance metrics to ensure proper delivery of service. Such metrics may include service availability, latency, time to restore, grade of service, bit error rate, jitter, event notification, and/or any other combination of commercially offered performance metrics. These metrics shall

be identified by the offeror using a tabular format similar to the example provided in Table C-4.

Table C-4  
Performance Metrics (examples only)

Key Performance Indicator	Service Level	Performance Threshold	How measured
Availability	Regular	.995	Time that system is operationally available to user
Availability	Premier	.9975	Time that system is operationally available to user
Latency (one way)	Regular	< 0.4 seconds	Satellite propagation and circuit delays

9. The Offeror shall propose and define the contours of its FSS coverage (the satellite footprint). The Offeror shall provide maps showing frequency band coverage and any regional performance metric differences. The minimum coverage shall be the forty-eight contiguous states, and the District of Columbia.
10. The Offeror shall propose its commercial methods to ensure data and protocol transparency.
11. The Offeror shall provide all necessary hardware, software, and accessories to support the FSS solution.

### C.3.2 Service Type II: Satellite Application Services

The Offeror shall provide one or more of the following Satellite Application Services.

- Distance Learning
- Emergency Response/Continuity of Operations Planning
- Telemedicine
- Streaming Video
- Broadcast Satellite Service (BSS)

The Government may consider additional Satellite Application Services proposed under this solicitation. Satellite Application Service descriptions and minimum requirements are listed below.

### **C.3.2.1 Distance Learning**

The distance learning requirement extends from one-way broadcast to two-way interactive features. The broadcast mode enables transmission of real-time audio/video presentations to remote participants. The interactive mode can range from video broadcast with simple two-way audio to high quality multimedia presentations with two-way video/audio including video write-over capability.

The minimum requirement shall be commercially available broadcast video and audio services.

### **C.3.2.2 Emergency Response/Continuity of Operations (COOP)**

COOP is an activity to ensure that essential business operations continue in response to any operational interruptions. In order to support COOP, selected locations shall have fixed or transportable ground terminals and power restoration capabilities to maintain operations. This includes both fixed and mobile generators and trained personnel to deploy and operate them.

These activities may require various communications solutions, including terrestrial and/or a combination of MSS or FSS based solutions. The minimum requirement for the satellite-based solutions shall entail low bandwidth MSS and/or higher bandwidth FSS including transportable terminals.

### **C.3.2.3 Telemedicine**

Telemedicine requires effective transfer of voice, video, or videoconference services and high-resolution still and video images.

The minimum requirement shall be the transmission of medical data in fixed and/or mobile environment.

### **C.3.2.4 Streaming Video**

Streaming video is a sequence of “moving images” that are sent in compressed form over the Internet and displayed by the viewer. Streaming media is streaming video with sound. It can be sent from prerecorded video files, but may also be distributed as part of a live broadcast “feed”.

The minimum requirement shall be the capability to support one commercially available streaming video technology.

### **C.3.2.5 Broadcast Satellite Service (BSS)**

Broadcast Satellite Service is typically defined as a one-way broadcast of video from a satellite to a receiving satellite antenna. BSS examples include, but are not limited to, Business TV solutions, DIRECTV and DISH Network.

The minimum requirement for BSS services shall include the ability to broadcast high-quality video broadcasts over satellite to widely dispersed locations.

### **C.3.3 Service Type III: Design, Engineering, and Maintenance Support Services**

Design, Engineering, and Maintenance Support Services provide satellite system engineering design, configuration, installation, implementation, training, and on-going maintenance and operational support in conjunction with the services delivered under Service Types I and II. Design and engineering services shall include, but are not limited to the following: site surveys, developing specifications, drawings, reports, schedules and other related work products. The Offeror shall propose its best commercial practices for providing satellite design and engineering services.

The minimum requirement for Design, Engineering, and Maintenance Support Services is the ability to provide each of the services identified below:

- a) Design and Engineering Services
- b) Ongoing Maintenance and Operational Support Services
- c) Customer Care and Helpdesk Support
- d) Training

#### **C.3.3.1 Design and Engineering Services**

Design and engineering services shall include, but are not limited to the following: site surveys, developing specifications, drawings, reports, schedules and other related work products, configuration, implementation and installation. The Offeror shall propose its best commercial practices for providing satellite design and engineering services.

#### **C.3.3.2 Ongoing Maintenance and Operational Support Services**

Ongoing maintenance and operational support services shall be provided under this contract. The Offeror shall propose standard commercial maintenance and support procedures for these services. At a minimum, the Offeror shall propose and define the commercial warranty for all hardware, software, accessories, installation and other services provided under this contract. The Offeror shall propose its commercial service level agreements (SLAs) metrics, and incentives such as credits in a tabular format using Table C-5.

Table C-5  
Commercial Service Level Agreements (SLAs)

SLA Description	Metric	Incentive

**C.3.3.3 Customer Care and Helpdesk Support**

Customer Care and Helpdesk support shall be provided in accordance with the Offerors commercial practice. The Offeror shall propose the levels of service for both Customer Care and Helpdesk support. Availability of Customer Care and Helpdesk support shall be identified using Table C-6.

Table C-6  
Customer Care and Helpdesk Support

Service Offering	Hours Offered
Customer Care	
Helpdesk Support	

**C.3.3.4 Training**

The Offeror shall propose its commercial procedures for providing training to Government associates related to installation, set-up, configuration and operation of all hardware, software and services proposed under this contract.

**C.3.4 Service Type IV: Satellite Professional Support Services (Small Business Set-Aside)**

Satellite Professional Support Services are set-aside for Small Businesses. These services shall be provided independent of the delivery of Type I, II and III services.

Professional Support Services include abstract or concept studies and analysis, strategic and preliminary planning, requirements definition and analysis, the evaluation of alternative technical approaches, modeling and simulation, enterprise architecture design, cost/cost-performance trade-off analysis, feasibility analysis, regulatory compliance support, system engineering, independent verification and validation, and Information Assurance certification and accreditation.

The minimum set of requirements for Satellite Professional Support Services is the capability to provide each of the fourteen skill categories identified in the following section.

#### C.3.4.1 Labor Category Requirements

The following table lists labor categories with experience, education, and skills requirements for use on Service Type IV: Satellite Professional Support Services tasks. Reference RFP Clauses B.3.4, B.4.4, B.5.4 and B.6.4 for pricing templates.

<b>Labor Category</b>	<b>Years of Experience and Education</b>	<b>Requirements</b>
Program Manager	6+ years and a Masters Degree in a business, technical, or scientific discipline  Or  10 + years and a Bachelor's Degree in a business, technical, or scientific discipline	Demonstrated program management experience for satellite related projects using managerial, technical and/or business knowledge. Experience in directing and managing internal/external communications and all functional program activities to meet contract cost, schedule and performance objectives.
Project Engineer	2 + years and a Master's Degree in Electrical Engineering or equivalent engineering, scientific (e.g. Physics), or technical discipline  Or  5 + years and a Bachelor's Degree in Electrical Engineering or equivalent, engineering, scientific (e.g. Physics), or technical discipline  Or  10+ years and a High School Diploma	Demonstrated experience in the design, development, installation, testing and maintenance of satellite systems and subsystems. Experience in planning, direction, and coordination functions of a project to ensure contract performance requirements and objectives are accomplished. Has managed activities of personnel and responsible for setting and attaining budget, schedule, and performance standards.

<b>Labor Category</b>	<b>Years of Experience and Education</b>	<b>Requirements</b>
Subject Matter Expert	2 + years and a PhD Or 5+ years and a Masters Degree in engineering, scientific (e.g. Physics), or technical discipline Or 8+ years and a Bachelors Degree in engineering, scientific (e.g. Physics), or technical discipline	Is a recognized satellite industry expert. Experienced in developing concept of operations, strategic planning, design, development, and testing of satellite systems and subsystems through operations, in-orbit activities modeling and simulation and testing. Experience in analysis of network technology for current and future telecommunications needs. Has developed architectures and strategic direction for network requirements on an enterprise level. Areas of specialization may include network level satellite architecture, modeling and simulation, or information assurance.
Senior Technical Staff	PhD Or 4+ years and a Masters Degree in engineering, scientific (e.g. Physics), or technical discipline Or 6 + years and a Bachelor's Degree in engineering, scientific (e.g. Physics), or technical discipline	Experience in the application of in-depth expert level knowledge to the concept of operations, strategic planning, design, development and testing of satellite systems and subsystems. Has developed strategic and implementation plans, system architecture and design including software, hardware, communications and interface requirements. Has led definition, trade-off and design activities. Has prepared reviews, and evaluations of documentation, specifications, test plans and procedures. Has conducted analysis to define, analyze and allocate requirements. Able to research trends and changes in networking technology and determines areas for future study. Senior Technical Staff have experience in more than one discipline including quality of service, modeling and simulation, security certification and accreditation, and software development.

Labor Category	Years of Experience and Education	Requirements
Technical Staff	<p>Masters Degree in engineering, scientific (e.g. Physics), or technical discipline</p> <p>Or</p> <p>2+ years and a Bachelor's Degree in engineering, scientific (e.g. Physics), or technical discipline</p>	<p>Experience applying in-depth subject knowledge to the design, development, installation, testing, and maintenance of satellite systems and subsystems. Has experience in developing strategic and implementation plans or system architecture and design including software, hardware, communications and interface requirements. Experience in supporting definition, trade-off and design which would include reviews, and evaluation of documentation, specifications, test plans and procedures. Experience in analysis to define, analyze and allocate requirements, or experience researching trends and changes in networking technology and determining areas for future study. Technical Staff have experience in one discipline from quality of service, modeling and simulation, security certification and accreditation, and software development.</p>
Principal Engineer	<p>6+ years and a Masters Degree in Electrical Engineering or equivalent engineering, scientific (e.g. Physics), or technical discipline</p> <p>Or</p> <p>10 + years and a Bachelor's Degree in Electrical Engineering or equivalent engineering, scientific (e.g. Physics), or technical discipline</p> <p>Or</p> <p>15+ years and a High School Diploma</p>	<p>Experienced in the development, installation, and maintenance of satellite systems and subsystems. Demonstrated leadership and direction for engineering of systems, system elements, interfacing systems, components, devices and/or processes. Experience leading test programs and analysis of requirements to ensure intended functionality, operation and performance requirements are achieved.</p>

<b>Labor Category</b>	<b>Years of Experience and Education</b>	<b>Requirements</b>
Senior Engineer	3 + years and a Bachelor's Degree in Electrical Engineering, Computer Science or equivalent engineering, scientific (e.g. Physics), or technical discipline  Or  8 + years and a High School Diploma	Experience in development, installation, operation, maintenance and testing of satellite systems and subsystems. Possesses broad knowledge of industry practices, standards and technology areas. Experience supporting test programs and analyzes testing or experience in analysis of requirements and components or performance of audits to ensure intended functionality and performance is achieved. Experience in installation and maintenance of systems/equipment, and associated training to customer personnel and able to diagnose, isolate, and correct problems to component level to restore system's functions.
Engineer	Bachelor's Degree in Electrical Engineering, Computer Science or equivalent engineering, scientific (e.g. Physics), or technical discipline  Or  5 + years and a High School Diploma	Experience in development, installation, and maintenance of satellite systems and subsystems operations and testing. Has general working knowledge of industry practices, standards and technology areas. Assists in definition, analysis and allocation of requirements. Supports test programs and analyzes testing. Conducts analysis of requirements and components and supports audits conducted to ensure intended functionality and performance is achieved. Can conduct installation and maintenance of systems/equipment, and provide associated training to customer personnel. Diagnoses, isolates, and corrects problems to component level to restore system's functions.

Labor Category	Years of Experience and Education	Requirements
Network Engineer	2+ years and a Bachelor's Degree in Electrical Engineering or equivalent engineering, scientific (e.g. Physics), or technical discipline  Or  6 + years and a High School Diploma	Experience in planning, analysis, design, testing, and troubleshooting of satellite networks and related systems. Experience in solving system problems and workflow organization and planning. Able to install, operate and test software and hardware. Proficient with the use of various types of satellite communications test equipment.
Information Security Specialist	2+ years and a Bachelor's Degree in Electrical Engineering or Computer Science or equivalent engineering, scientific (e.g. Physics), or technical discipline  Or  6 + years and a High School Diploma	Experienced in the planning, analysis, testing, security certification and accreditation of satellite networks and related systems. Conducts analysis of requirements and components and supports audits conducted to ensure intended functionality and performance is achieved.
Management Support Staff	Bachelor's Degree  Or  2 + years and a High School Diploma	Ability to assist in the planning and coordination of scheduling activities. Supports business and administrative activities, such as budgeting, manpower and resource planning, and financial reporting.  And/ Or Assists in the production of management plans, technical documents, and produces presentation graphics.  And/Or Performs configuration management functions and other engineering support duties. Assists in organization, maintenance and use of project library. And/Or May provide office administration support.

Labor Category	Years of Experience and Education	Requirements
Engineering Technician IV  (DOL SCA Labor Category #29084)	Technical School Certificate  Or  3 + years and a High School Diploma	<p>Performs routine and non routine tasks for complex satellite systems. Work is reviewed for technical adequacy and accuracy by project manager or engineers. May plan tests and may be assisted by lower level technicians. Develops or reviews designs by extracting and analyzing a variety of engineering data. Applies conventional engineering practices to develop, prepare, or recommend designs, specifications, electrical drawings and parts lists.</p> <p>Conducts tests or experiments requiring selection and adaptation or modification of a wide variety of satellite test equipment and test procedures; sets up and operates equipment; records data, measures and records problems of significant complexity that sometimes require resolution at a higher level; and analyzes data and prepares test reports.</p> <p>Applies methods outlined by others to limited segments of research and development projects; constructs experimental or prototype models to meet engineering requirements; conducts tests or experiments and redesigns as necessary; and records and evaluates data and reports findings.</p>
Engineering Technician II  (DOL SCA Labor Category #29082)	High School Diploma	<p>Performs standardized tasks following a prescribed sequence of events. Following specific instructions, can install, maintain, test, and support complex satellite communications equipment for satellite based systems. Can conduct a variety of tests using established methods. Records test data, identifies deviations resulting from equipment malfunction or observational errors and prepares test reports. Ability to install and use various types of cabling, wiring, and satellite communications test equipment.</p>

Labor Category	Years of Experience and Education	Requirements
Word Processor III  (DOL SCA Labor Category #01613)	High School Diploma	Requires both a comprehensive knowledge of word processing software applications and office practices and a high degree of skill in applying software functions to prepare complex and detailed documents. For example, processes complex and lengthy technical reports which include tables, graphs, charts, or multiple columns. Uses either different word processing packages or many different style macros or special command functions. Independently completes assignments and resolves problems.

### C.3.4.2 Resumes

Resumes shall be provided for personnel used on a task order basis to the GSA or the user ordering activity Contracting Officer upon request. In the event the individual proposed does not meet the years of experience or education requirement the loaded hourly rate shall be reduced by 15 percent (15%).

### C.3.4.3 Service Contract Act of 1965, as Amended

The current Department of Labor (DOL) Wage Determination for the District of Columbia is provided in Section J – Attachment J-1.

Wage Determination No. 1994-2103  
Revision No. 34  
Date of Last Revision 05/23/2005

The ordering activity issuing the task/delivery order against this contract will be responsible for the proper administration and enforcement of the Federal labor standards of the Service Contract Act. The proper wage determination will be issued by the ordering activity at the time a request for quotation is made.

## C.4 MANAGEMENT

The Offeror shall have the capability to:

1. Manage multiple simultaneous task/delivery orders of varying complexity at worldwide locations.
2. Provide customers with commercial ordering procedures.
3. Provide customers with timely and accurate invoicing.

4. Handle trouble calls and complaints, with identified points of contact, procedures for problem resolution, information flow, and escalation.
5. Manage the operations of each proposed subcontractor.
6. Apply their commercial quality control methodology to assure meeting individual task/delivery order requirements.

## **SECTION F DELIVERIES OR PERFORMANCE**

### **F.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (JUNE 1988)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address:

<http://www.arnet.gov>

52.247-34 F.o.b. Designated Air Carrier's Terminal, Point of Exportation

### **F.2 DELIVERIES**

This section identifies the items that the contractor shall deliver to the Government and/or the Government's agent(s). In this section, the items the contractor delivers are called "deliverables."

The contractor shall provide the deliverables in the media specified by the Government.

The contractor shall provide the deliverables in "calendar" days unless otherwise specified. The deliverables include, but are not limit to, the items listed in Table F.2-1.

The contractor shall deliver all the deliverables listed in Table F.2-1 to the Program Manager, unless the Program Manager specifies an alternate and/or secondary delivery location.

Any inconsistency between Section F and Sections B, C, G, H, shall be resolved by giving Sections B, C, G and/or H precedence.

Table F.2-1. Contractor Deliverables

<b>Deliverable Description</b>	<b>Quantity</b>	<b>Due Date</b>	<b>Media</b>	<b>Where to Deliver</b>	<b>Reference</b>
<b>Monthly Business Volume (Sales) Report</b>	<b>1</b>	<b>15<sup>th</sup> of each month</b>	<b>Via email</b>	<b>GSA Program Manager</b>	<b>G.4</b>
<b>Monthly Revenue Report</b>	<b>1</b>	<b>15<sup>th</sup> of each month</b>	<b>Via email</b>	<b>GSA Program Manager</b>	<b>G.4</b>
<b>Copy of each Task/Delivery Order</b>	<b>1</b>	<b>15<sup>th</sup> of each month</b>	<b>PDF format on CD-ROM</b>	<b>GSA Program Manager</b>	<b>G.4</b>
<b>Summary Report of Meetings, Conferences, etc.</b>	<b>1</b>	<b>3 days after occurrence</b>	<b>Via email</b>	<b>GSA Program Manager</b>	<b>G.5</b>
<b>Sample Marketing Materials</b>	<b>1</b>	<b>5 business days prior to event</b>	<b>Hardcopy</b>	<b>GSA Program Manager</b>	<b>G.7</b>
<b>Redacted Version of Contract</b>	<b>1</b>	<b>15 days of contract award &amp; all modifications</b>	<b>Via email</b>	<b>GSA Contracting Officer</b>	<b>H.5</b>
<b>New Releases</b>	<b>1</b>	<b>5 business days prior to issuance</b>	<b>Via email</b>	<b>GSA Contracting Officer</b>	<b>H.6</b>

## **SECTION G CONTRACT ADMINISTRATION**

### **G.1 ROLES AND RESPONSIBILITIES**

#### **G.1.1 Agency's Role**

With regard to ordering and billing for services, Agencies are responsible for:

1. Placing task/delivery orders in accordance with the provisions of this contract, its internal agency policies/regulations and by an agency Contracting Officer.
2. Accepting or rejecting the services rendered by the contractor.
3. Paying contractors for services provided, assuming the agency uses direct billing.
4. Administration and close-out of the task/delivery order(s)
5. Compliance with the Service Contract Act of 1965, as amended.

#### **G.1.2 General Services Administration's (GSA's) Role**

The General Services Administration's (GSA's) primary role is contract administration. GSA is responsible for administering this contract and will modify it as necessary. Additionally, GSA will:

1. Ensure compliance with contract terms and conditions,
2. Provide acquisition support on the Agency's behalf if so requested,
3. Resolve conflicts between the contractor and the Agency if necessary,
4. Provide Liaison and Program Management support to the Agency and the contractor as requested.

##### **G.1.2.1 GSA Procuring Contracting Officer (PCO)**

The GSA PCO has overall responsibility for administering the contract. All contract administration shall be effected by the GSA PCO. Communications pertaining to contract administration matters shall be addressed to the PCO.

The PCO shall be the only person authorized to make or approve any changes in any of the requirements of this contract, notwithstanding any provisions and/or clauses contained elsewhere in the contract, said authority shall remain solely with the PCO. In the event the contractor should make any changes at the direction of any person other than the PCO, such change shall be considered to have been made without authority, and no adjustment shall be made in the contract price to cover any increase in costs incurred as a result thereof.

The GSA PCO is:

Ms. Peggy Van Tassel  
General Services Administration  
Procuring Contracting Officer  
Federal Technology Service (FTS/TQN1)  
10300 Eaton Place, Room 555  
Fairfax, VA 22030  
Phone: (703) 306-6469  
Fax: (703) 306-6469 or (703) 306-7458  
E-mail: peggy.vantassel@gsa.gov

### **G.1.2.2 GSA Program Manager**

The GSA Program Manager provides central technical oversight and management regarding this contract to the contractor, GSA, and Agency customers. The name and address of the GSA Program Manager is:

Mr. James Russo  
General Services Administration  
SATCOM-II Program Manager  
Federal Technology Service  
10300 Eaton Place  
Fairfax, VA 22030  
Phone: (703) 306-6631  
Fax: (703) 306-6631  
E-mail: jim.russo@gsa.gov

## **G.2 ORDERING AND BILLING (DIRECT AND GSA ASSISTED)**

Orders placed against this contract shall be fixed price and describe the services to be performed or the supplies to be delivered so that the full price of performance of the work can be established when the order is placed. Orders shall be placed within the scope of the contract, within the maximum value of the contract and follow the fair opportunity process in accordance with FAR Subpart 16.505.

All orders are subject to the terms and conditions of this contract. In the event of a conflict between an order and the contract, the contract shall prevail.

### **G.2.1 Direct Order/Direct Billing**

Under direct-order/direct bill, agencies may go directly to the SATCOM-II contractors to place its orders. The billing for these services is directly between the ordering Agency and the SATCOM-II contractor.

## **G.2.2 GSA Assisted Ordering/Billing**

A customer agency may at its discretion, task GSA to serve as the ordering agent for the Agency. GSA will work with the Agency to assist and/or develop the statement of work, perform fair opportunity, obtain quotes from the contractors, issue the order to the SATCOM-II contractor, and manage the billing for that order. For GSA assisted orders, the contractor shall register with IT Solutions Shop (ITSS) and the Tracking and Ordering System (TOS) and have the capability to process task/delivery orders using these tools.

Contractor registration with ITSS and TOS shall comply with the criteria set forth in Homeland Security Presidential Directive 12 (HSPD-12). HSPD-12 establishes policy for the “Common Identification Standard for Federal Employees and Contractors.” Implementation procedures for HSPD-12 are delineated in OMB Memorandum M-05-24, dated August 5, 2005.

Electronic connectivity to a Government IT system from a non-government system shall satisfy the GSA CIO requirements for external connections and show documented evidence that the respective connection will fall within the CIO’s definition of “acceptable risk” and not create unacceptable vulnerabilities or exposures. Risk determination shall be based on existing National Institute of Standards and Technology (NIST) guidance<sup>1</sup>.

## **G.3 BILLING AND INVOICING**

The contractor shall submit invoices directly to the address designated by the Agency on the task order/delivery order.

### **G.3.1 Central Contractor Registration (CCR)**

The contractor shall register in the Central Contractor Registration (CCR) system, which is a central database of data in support of Agency missions, prior to being awarded a contract (FAR 52.204-7). The registration form is at [www.ccr.gov](http://www.ccr.gov) and requires the contractors Data Universal Numbering System (DUNS) number.

### **G.3.2 GSA Management Fee**

The GSA Management Fee for the SATCOM-II contracts is 2%. This 2% fee shall be included in the contract CLIN pricing in Section B. The contractor shall not invoice for the GSA Management Fee as a separate line item.

The contractor shall make Electronic Funds Transfer (EFT) arrangements for payment of the GSA management fee. The contractor shall forward fees collected to the GSA

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<sup>1</sup> Federal Information Processing Standard (FIPS-199): Standards for Security categorization for Federal Information and Information Systems, <http://www.csrc.nist.gov/publications/fips/fips199/FIPS-PUB-199-final.PDF>

Finance Office by EFT within 30 calendar days of the close of each calendar month for which the fees apply. Failure to pay the fee within 60 calendar days may result in termination of this contract.

#### **G.4 REPORTING REQUIREMENTS**

The contractor shall submit two reports by the 15<sup>th</sup> of each month to GSA. These include: a Monthly Business Volume (Sales) Report and a Monthly Revenue Report. These reports may be submitted together. Business Volumes (Sales)/Monthly Revenue(s) are calculated as the total amount of a task order/delivery order received by the contractor that period. The reporting period shall be for the beginning through the end of the previous month. If there are no orders received during the reporting period, the report is still required and shall state “no ordering activity” for that period.

The reports shall be submitted via e-mail to the GSA Program Manager identified in G.1.2.2.

##### **G.4.1 Monthly Business Volume (Sales) Report**

The Contractor shall provide the GSA Program Manager with a monthly sales / business volume report using the format specified in Section J - Attachment J-1. The report shall contain at a minimum the following information:

**Contractor Name and Contract Number** – Company name and GSA IDIQ Contract Number.

**Reporting Period (i.e. March 1 – March 31, 2007)** – The monthly reporting period in which orders were received, usually from the 1<sup>st</sup> of the month through the last day of the month.

**Title, “Monthly Business Volume (Sales) Report”**

##### **For each Task Order/Delivery Order:**

**Date of Task Order/Delivery Order** – The date task order/delivery order is signed. This is typically located as Item 1 on an Optional Form 347 or GSA Form 300, “Order for Supplies or Services”.

**Agency Name or Ordering Agency** – Name of the Agency/Organization that issued the task order/delivery order. It also includes the name, address, agency point of contact and telephone number.

**Description of Services** – A brief description of the equipment and/or services acquired. Please include applicable narrative such as MSS, FSS, leased service, modification, in support of, etc., to provide further clarification.

**Period of Performance** – The actual date the service begins and ends. This is typically identified within the task order/delivery order.

**Task Order/Delivery Order Number** – The order number “assigned” by the agency that places the order.

**Total Value (Dollar Amount) of Order** – Dollar amount of the task order/delivery order, not including options.  
**Total Sales this Month** – Cumulative total value of Orders for this month.  
**Cumulative Sales to Date** – Cumulative total of all task order/delivery orders since contract award.

The Contractor shall also provide copies of each task order/delivery order received during the reporting period in PDF format on a CD-ROM to the Program Manager on the 15<sup>th</sup> of each month.

#### **G.4.2 Monthly Revenue Report**

The contractor shall provide a monthly revenue report to the GSA Program Manager using the format specified in Section J - Attachment J-3. The report shall provide detail relating back to individual task orders/delivery orders that have been invoiced and paid by the ordering Agency. The monthly revenue report shall contain, at a minimum, the following information:

**Contractor Name and Contract Number** – Company name and GSA IDIQ Contract Number

**Reporting Period (i.e. March 1 – March 31, 2007)** – The monthly reporting period in which invoices were received, usually from 1<sup>st</sup> day of the month through the last day of the month.

**Title, “Monthly Revenue Report”**

##### **For each Task Order/Delivery Order:**

**Date Payment Received** – Date the payment is received by the contractor from the ordering agency. This may be in the form of a check or electronic funds transfer.

**Agency Name or Ordering Activity** – Name of the Agency/Organization that issued the delivery order. It also includes the name, address, agency, point of contact, and telephone number.

**Description of Services** – A brief description of the equipment and/or services acquired. Please include applicable narrative such as MSS, FSS, leased services, modification, in support of, etc., to provide further clarification.

**Task Order/Delivery Order Number** – The order number “assigned” by the agency that places the order.

**Total Value (Dollar Amount) of Order** – Total dollar amount of the task order/delivery order.

**Amount Received** – Total dollar amount received by the contractor, from the Agency.

**GSA Management Fee Collected** – This fee is 2 percent of the total amount received in payment by the Agency .

**GSA Management Fee Remitted** – Total dollar amount remitted to GSA for a particular order per month. This number is calculated as a percentage of the total amount received by the Contractor from the Agency.

**Remaining Balance of Un-remitted GSA Management Fee - EFT Number** – Transaction identification number of EFT and amount. If more than one EFT payment is submitted for the reporting period, the contractor shall identify all EFT Numbers and Amounts for the reporting period. The total EFT Amount(s) shall total the “GSA Management Fee Remitted” identified on the report.

## **G.5 PROGRAM REVIEWS**

The contractor shall provide a written report on all meetings and conferences between the Contractor and the GSA Program Office. The contractor shall attend a quarterly program review with the GSA Program Office. These reviews may be held at the GSA or Contractor facility. Agenda items may include, but not be limited to: Task Order and Service Level Agreement performance against task order metrics, contract status, projected business volume forecast, upcoming opportunities, marketing, conferences, and any other outstanding issues. Program Reviews will be conducted at no additional/direct cost to the Government. Such written reports shall be submitted to the Program Manager within 3 business days of occurrence.

## **G.6 CONTRACT MANAGEMENT OF PAST PERFORMANCE AFTER AWARD**

In conformance with the Government’s need to record and maintain information on contractor performance during the life of this contract, the Government will periodically evaluate the manner in which the contractor performed in accordance with contract requirements such as: quality of service; cost efficiencies; timeliness; business relations; history of reasonable and cooperative behavior; commitment to customer satisfaction; and key personnel. Information obtained as a result of the evaluation(s) may be shared with Government agencies for their use in support of future award decisions (Reference FAR 42.1500).

The Past Performance Information Retrieval System (PPIRS) will be utilized by the Contracting Officer for FAR Part 42 evaluations. PPIRS can be accessed at: <http://www.ppirs.gov/default.htm>. The contractor will use PPIRS to access, review and comment on these evaluations. In order to access their own information in PPIRS, contractors must first gain access through the Central Contractor Registration (CCR) process. Contractors shall go to the CCR web site at: <http://www.ccr.gov/> to register for the first time or update their information profile to indicate a past performance Point of Contact (FAR 52.204-7). In CCR, contractors shall assign themselves a Marketing Partner Identification Number (MPIN), which they will use to gain access to PPIRS.

## **G.7 SALES/MARKETING AND TRADE SHOWS/EXHIBITIONS**

The contractor shall be responsible for ongoing sales and marketing during the life of this contract. This effort shall commence no later than 30 calendar days after contract award.

The contractor shall provide marketing materials that enhance program and service visibility. The types of marketing materials may include brochures, pamphlets, visual aids, and other literature. The contractor shall provide sample marketing materials prior to distribution to the GSA Program Office no later than 5 business days prior to the event. The GSA Program Office will have five (5) working days to review and approve the materials.

## **G.8 CONTRACT CLOSEOUT**

Contract closeout shall be accomplished within the guidelines set forth in:

- FAR Part 4 Administrative Matters
- FAR Part 42 Contract Administration and Audit Services
- GSA Order OGP 2800.1 Appendix 507A or successor(s)
- GSAM Subpart 504.8

## **SECTION H SPECIAL CONTRACT REQUIREMENTS**

### **H.1 TYPE AND TERM OF CONTRACT**

This is a fixed price indefinite delivery, indefinite quantity type contract. All task orders issued against this contract will be Fixed Price.

The term of this contract will be 5 years (base period) from the date of award. The total term of the contract will not exceed five (5) years.

### **H.2 AUTHORIZED USERS**

The agencies and other activities authorized to use this contract are listed in the General Services Administration (GSA) Order ADM 4800.2E (as updated) (see [www.gsa.gov](http://www.gsa.gov)).

### **H.3 MINIMUM REVENUE GUARANTEE**

The minimum revenue guaranteed (MRG) amount for each award will be \$100.00.

### **H.4 MAXIMUM CONTRACT VALUE**

The maximum contract value/contract ceiling for the entire SATCOM-II Program is \$2.5 Billion.

### **H.5 INTERNAL REVENUE SERVICE: DISCLOSURE OF INFORMATION - SAFEGUARDS AND SANCTIONS**

The contractor agrees to comply, and to assume responsibility for its employees' compliance, with the Internal Revenue Service's statutory requirements for disclosure of information as specified by the following:

- a. All work shall be performed under the contractor's, or the contractor's responsible employees', supervision.
- b. Any Federal Tax Return or Return information (as defined in I.R.C. 6103(b)(1) and (2)), made available to the contractor shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the contract. Disclosure to anyone other than an officer or employee of the contractor shall require prior written approval of the Internal Revenue Service. Requests to make such disclosures shall be addressed to the Contracting Officer (CO).
- c. Each officer, employee, or any other person to whom returns or return information is or may be disclosed shall be notified in writing that returns or return information disclosed to such officer or employee may be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose

or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000.00 or imprisonment for as long as five (5) years, or both, together with the costs of prosecution. Such person shall also notify each such officer or employee that any such unauthorized future disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000.00 with respect to each instance of unauthorized disclosure. These penalties are prescribed by I.R.C. Sections 7213 and 7431 and set forth at 26 Code of Federal Regulations (CFR) 301.6103(n).

d. Additionally, the contractor is required to inform its officers and employees of the penalties for improper disclosure that are imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records that contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or by rules or regulations established in the Privacy Act and who knowing that disclosure of the specific material is so prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.00.

## **H.6 ELECTRONIC ACCESS TO CONTRACT VIA INTERNET**

The contractor is hereby advised that a redacted version of the contract and all modifications shall be made available on the Internet. Within 15 calendar days of the base award and all modifications, the contractor shall provide the proposed redacted contract to the GSA Procuring Contracting Officer for approval. The contractor shall prepare the proposed redacted version in accordance with Freedom of Information Act guidance. After receiving approval from the GSA PCO, the contractor shall post the redacted contract to its public web site. As necessary, and upon approval of the GSA PCO, the contractor shall correct and repost redactions at no additional cost to the Government.

The redacted version of the contract shall include current contract period pricing.

## **H.7 NEWS RELEASES**

News releases pertaining to this contract shall not be made without prior written approval of the GSA Procuring Contracting Officer. Five business days notice is required for approval.

## **H.8 U.S. CITIZENSHIP REQUIREMENTS**

Contractors are hereby placed on notice that work on some orders, especially those requiring site visits to some U.S. Government locations or work on some Government Furnished Property, may require contractor personnel performing the work to have U.S. citizenship and to be able to provide proof of that citizenship. This shall be provided at no additional cost to the Government.

## **H.9 SUBCONTRACTING REPORTING (SF 294 AND SF 295)**

Effective October 28, 2005, the Subcontracting Report for Individual Contracts, (formerly the SF-294) and the Summary Subcontract Report (formerly the SF 295) shall be submitted using the Electronic Subcontracting Reporting System (eSRS) at the following website:

[www.esrs.gov](http://www.esrs.gov)

## **H.10 TASK ORDER/DELIVERY ORDER CLOSEOUT**

The Contracting Officer for each Delivery/Task Order will be responsible for closing out the contract action that they issue. Notification that a closeout of a Delivery/Task Order is completed must be provided to the GSA Procuring Contracting Officer for the Basic Contract once accomplished.

The contractor agrees to work in partnership with the Government to closeout Delivery/Task Orders as soon as possible after they are physically complete by using the procedures described in FAR 4.804.

## **H.11 CONFIDENTIALITY**

In providing information in response to task/delivery orders or other Government requests for information, the Offeror may wish to claim confidentiality status for information submitted on the basis that it is a trade secret, or that it is confidential commercial or financial information. To claim confidentiality status, the Offeror must include the following statement on the title page of its proposal or other information submitted:

“The data included in this proposal shall not be disclosed outside the Government or duplicated, used, or disclosed in whole or in part for any purpose other than to evaluate the information; provided that if a Contract is awarded to the Offeror as a result of or in connection with the submission of the data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the contract. This restriction does not limit the Government’s right to use information contained in such data if it is obtained from another source without restrictions. The data subject to the restriction is contained in sheets marked with the following legend:

Use or disclosure of data contained on this page is subject to the restriction on the title page of this document.”

## **H.12 KEY PERSONNEL (SERVICE TYPE IV: SATELLITE PROFESSIONAL SUPPORT SERVICES) REQUIREMENTS**

The contractor may be required to provide key personnel, resumes or skill category descriptions in the performance of task orders issued under this contract. In these cases, certain skilled experienced professional and/or technical personnel are essential for successful contractor accomplishment of the work to be performed under this contract. These are defined as "Key Personnel" and are those persons whose resumes were submitted for evaluation of the particular task order proposal. The contractor agrees that such personnel shall not be removed from the contract work or replaced without compliance with paragraphs below.

If one or more of the key personnel for whatever reason becomes, or is expected to become, unavailable for work under this contract for a continuous period exceeding thirty (30) work days, or is expected to devote substantially less effort to the work than indicated in the proposal or initially anticipated, the contractor shall immediately notify the Contracting Officer and shall, subject to the concurrence of the Contracting Officer or his authorized representative, promptly replace such personnel with personnel of at least substantially equal ability and qualifications.

All requests for approval of substitutions hereunder must be in writing and provide a detailed explanation of the circumstances necessitating the proposed substitutions. They must contain a complete resume for the proposed substitute, and any other information requested by the Contracting Officer or deemed necessary to approve or disapprove the proposed substitution. The Contracting Officer or his authorized representative will evaluate such requests and promptly notify the contractor of his/her approval or disapproval thereof in writing.

If the Contracting Officer determines that suitable and timely replacement of key personnel who have been reassigned, terminated or have otherwise become unavailable for the contract work is not reasonably forthcoming or that the resultant reduction of productive effort would be so substantial as to impair the successful completion of the contract or the services ordered, the contract may be terminated by the Contracting Officer for default or for the convenience of the Government, as appropriate. At the discretion of the Contracting Officer if he/she finds the contractor at fault for the condition, the contract price may be equitably adjusted downward to compensate the Government for any resultant delay, loss, or damage.

## **H.13 SECURITY CONSIDERATIONS**

### **H.13.1 TASK ORDER CONSIDERATIONS**

Security requirements will be dictated by agency specific requirements on a task/delivery order basis. Examples of such requirements are The Office of Management and Budget (OMB) Circular A-130, The Federal Information Security Management Act (FISMA), NIST FIPS PUB 140-2 Security Requirements for Cryptographic Modules, the Department of Defense Information Technology Security Certification and Accreditation Process (DITSCAP) DoD 5200-40 (b), and the National Information Assurance Certification and Accreditation Process (NIACAP) NSTISSI-1000.

### **H 13.2 PERSONNEL SECURITY CONSIDERATIONS**

Personnel security requirements will be dictated by agency specific requirements on a task/service order basis. Personnel may be required to possess security clearances to meet particular task order classification requirements.

## **H.14 TRAVEL**

Travel may be required at the time a task order is issued and is considered as an ODC (Other Direct Cost). The travel locations will be specified in the individual task order. Prior to any travel, the Contractor shall have this travel approved by and coordinated with the task order Contracting Officer's Representative (COR). All travel shall be in accordance with the Federal Travel Regulations (FTR)/Joint Travel Regulations. Local travel is defined as travel within a 50-mile radius of the official duty location.

**H.15 CONTRACT MODIFICATIONS AND NEW OR IMPROVED SERVICES**

Changes to the contract may be initiated at any time by the contractor or the Government. Based on Government needs, market research, industry trends, or discussions with contractors, the Government may incorporate new or enhanced services to the SATCOM-II contract throughout its life, provided such modifications are within the scope of the contract. Under such circumstances, the Government will issue a request for proposal stating what the Government's needs are and the contractor will be encouraged to respond.

The contractor at any time during the life of the contract may also submit proposals for new services or enhanced services within the scope of the contract, and the Government will consider those proposals.

**H.16 SECTION 508 COMPLIANCE**

The contractor shall ensure that any Electronic and Information Technology (EIT) procured at the task/delivery order level shall meet the applicable accessibility standards at 36 CFR 1194, if applicable. 36 CFR 1194 implements Section 508 of the Rehabilitation Act of 1973, as amended. This standard is viewable at [www.section508.gov](http://www.section508.gov).

**SECTION I  
CONTRACT CLAUSES**

**I.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov>

(End of Clause)

**I.1.1 CLAUSES INCORPORATED BY REFERENCE**

NUMBER	TITLE	DATE
52.202-1	DEFINITIONS	JULY 2004
52.203-3	GRATUITIES	APRIL 1984
52.203-5	COVENANT AGAINST CONTINGENT FEES	APRIL 1984
52.203-7	ANTI-KICKBACK PROCEDURES	JULY 1995
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	SEPT 2005
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	AUG 2000
52.204-7	CENTRAL CONTRACTOR REGISTRATION	OCT 2003
52.212-4	CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS	SEPT 2005
52.215-17	WAIVER OF FACILITIES CAPITAL COST OF MONEY	OCT 1997
52.215-18	REVISION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS	JULY 2005
52.219-16	LIQUIDATED DAMAGES—SUBCONTRACTING PLAN	JAN 1999
52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION	AUG 2003
52.223-6	DRUG-FREE WORKPLACE	MAY 2001
52.223-14	TOXIC CHEMICAL RELEASE REPORTING	AUG 2003
52.229-3	FEDERAL, STATE, LOCAL TAXES	APRIL 2003
52.230-2	COST ACCOUNTING STANDARDS	APRIL 1998
52.230-3	DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING STANDARDS	APRIL 1998

52.230-5	ADMINISTRATION OF COST ACCOUNTING STANDARDS	APRIL 1998
52.232-1	PAYMENTS	APRIL 1984
52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB 2002
52.232-23	ASSIGNMENT OF CLAIMS	JAN 1986
52.232-35	DESIGNATION OF OFFICE FOR GOVERNMENT RECEIPT OF ELECTRONIC FUNDS TRANSFER INFORMATION	MAY 1999
52.232-37	MULTIPLE PAYMENT ARRANGEMENTS	MAY 1999
52.233-3	PROTEST AFTER AWARD	AUG 1996
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT 2004
52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION	APRIL 1984
52.237-3	CONTINUITY OF SERVICE	JAN 1991
52.242-13	BANKRUPTCY	JULY 1995
52.244-6	SUBCONTRACTOR FOR COMMERCIAL ITEMS	DEC 2004
52.246-2	INSPECTION OF SUPPLIES—FIXED PRICE	AUG 1996
52.246-4	INSPECTION OF SERVICES—FIXED PRICE	AUG 1996
52.246-16	RESPONSIBILITY FOR SUPPLIES	APRIL 1984
52.246-25	LIMITATION OF LIABILITY SERVICES	FEB 1997
52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	MAY 2004
52.251-1	GOVERNMENT SUPPLY SOURCES	APRIL 1984
52.253-1	COMPUTER GENERATED FORMS	JAN 1991

## **I.2 CLAUSES INCORPORATED BY FULL TEXT**

### **I.2.1 52.242-17 GOVERNMENT DELAY OF WORK (APR 1984)**

(a) If the performance of all or any part of the work of this contract is delayed or interrupted (1) by an act of the Contracting Officer in the administration of this contract that is not expressly or impliedly authorized by this contract, or (2) by a failure of the Contracting Officer to act within the time specified in this contract, or within a reasonable time if not specified, an adjustment (excluding profit) shall be made for any increase in the cost of performance of this contract caused by the delay or interruption and the contract shall be modified in writing accordingly. Adjustment shall also be made in the delivery or performance dates and any other contractual term or condition affected by the delay or interruption. However, no adjustment shall be made under this clause for any delay or interruption to the extent that performance would have been delayed or interrupted by any other cause, including the fault or negligence of the Contractor, or for

which an adjustment is provided or excluded under any other term or condition of this contract.

(b) A claim under this clause shall not be allowed—

(1) For any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved; and

(2) Unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the delay or interruption, but not later than the day of final payment under the contract.

(End of Clause)

**I.2.2 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS- COMMERCIAL ITEMS (SEPT 2005)**

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(2) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78)

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

  X (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUL 1995), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

     (2) 52.219-3, Notice of Total HUBZone Set-Aside (JAN 1999) (15 U.S.C. 657a).

     (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JULY 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

     (4)(i) 52.219-5, Very Small Business Set-Aside(JUNE 2003) (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

         (ii) Alternate I (MAR 1999) of 52.219-5.

         (iii) Alternate II (JUNE 2003) of 52.219-5.

     (5)(i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

         (ii) Alternate I (OCT 1995) of 52.219-6.

         (iii) Alternate II (MAR 2004) of 52.219-6.

  X (6)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

         (ii) Alternate I (OCT 1995) of 52.219-7.

         (iii) Alternate II (MAR 2004) of 52.219-7.

  X (7) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637(d)(2) and (3)).

  X (8)(i) 52.219-9, Small Business Subcontracting Plan (JULY 2005) (15 U.S.C. 637(d)(4)).

- \_\_\_ (ii) Alternate I (OCT 2001) of 52.219-9.
- X (iii) Alternate II (OCT 2001) of 52.219-9.
- \_\_\_ (9) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).
- \_\_\_ (10)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (SEPT 2005) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- \_\_\_ (ii) Alternate I (JUNE 2003) of 52.219-23.
- \_\_\_ (11) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (OCT 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- \_\_\_ (12) 52.219-26, Small Disadvantaged Business Participation Program—Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- \_\_\_ (13) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004).
- \_\_\_ (14) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).
- X(15) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (JUNE 2004) (E.O. 13126).
- \_\_\_ (16) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).
- X(17) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).
- X(18) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).
- X (19) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).
- \_\_\_ (20) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).
- X (21) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).
- \_\_\_ (22)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (AUG 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).
- \_\_\_ (ii) Alternate I (AUG 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).
- X(23) 52.225-1, Buy American Act—Supplies (JUNE 2003) (41 U.S.C. 10a-10d).
- \_\_\_ (24)(i) 52.225-3, Buy American Act—Free Trade Agreements—Israeli Trade Act (JAN 2005) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78, 108-286).
- \_\_\_ (ii) Alternate I (JAN 2004) of 52.225-3.
- \_\_\_ (iii) Alternate II (JAN 2004) of 52.225-3.
- \_\_\_ (25) 52.225-5, Trade Agreements (JAN 2005) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).
- X (26) 52.225-13, Restrictions on Certain Foreign Purchases (MAR 2005) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- X (27) 52.225-15, Sanctioned European Union Country End Products (FEB 2000) (E.O. 12849).
- \_\_\_ (28) 52.225-16, Sanctioned European Union Country Services (FEB 2000) (E.O. 12849).

X (29) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

\_\_\_ (30) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

X (31) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).

X (32) 52.232-34, Payment by Electronic Funds Transfer—Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).

X (33) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).

\_\_\_ (34) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

\_\_\_ (35)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. App. 1241 and 10 U.S.C. 2631).

\_\_\_ (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

X (1) 52.222-41, Service Contract Act of 1965, as Amended (July 2005) (41 U.S.C. 351, *et seq.*).

\_\_\_ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

\_\_\_ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year and Option Contracts) (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

X (4) 52.222-44, Fair Labor Standards Act and Service Contract Act—Price Adjustment (FEB 2002) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

X (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreements (CBA) (MAY 1989) (41 U.S.C. 351, *et seq.*).

(d) *Comptroller General Examination of Record.* The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records—Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vii) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for constructions of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUNE 1998) (29 U.S.C. 793).

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).

(vi) 52.222-41, Service Contract Act of 1965, as Amended (JULY 2005), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, *et seq.*).

(vii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. App. 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

*Alternate I (Feb 2000).* As prescribed in 12.301(b)(4), delete paragraph (d) from the basic clause, redesignate paragraph (e) as paragraph (d), and revise the reference to “paragraphs (a), (b), (c), or (d) of this clause” in the redesignated paragraph (d) to read “paragraphs (a), (b), and (c) of this clause.”

(End of Clause)

**I.2.3 52.216-18 ORDERING (OCT 1995)**

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders by the individuals or activities designated in the Schedule. Such orders may be issued for twelve months commencing on the effective date of the contract.

(b) All delivery orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order and this contract, the contract shall control.

(c) If mailed, a delivery order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of Clause)

**I.2.4 52.216-19 ORDER LIMITATIONS (OCT 1995)**

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than \$2,500.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) *Maximum order.* The Contractor is not obligated to honor-

(1) Any order for a single item in excess of \$100M;

(2) Any order for a combination of items in excess of \$100M; or

(3) A series of orders from the same ordering office within five days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (*i.e.*, includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within three days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of Clause)

**I.2.5 52.216-22 INDEFINITE QUANTITY (OCT 1995)**

(a) This is an indefinite-quantity contract for the supplies or services specified and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after 6 months after the expiration date of the contract.

(End of Clause)

**I.2.6 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)**

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days prior to expiration of the task/delivery order.

(End of Clause)

**I.2.7 52.225-14 INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT (FEB 2000)**

In the event of inconsistency between any terms of this contract and any translation into another language, the English language meaning shall control.

(End of Clause)

**I.2.8 52.239-1 PRIVACY OR SECURITY SAFEGUARDS (AUG 1996)**

(a) The Contractor shall not publish or disclose in any manner, without the Contracting Officer's written consent, the details of any safeguards either designed or developed by the Contractor under this contract or otherwise provided by the Government.

(b) To the extent required to carry out a program of inspection to safeguard against threats and hazards to the security, integrity, and confidentiality of Government data, the Contractor shall afford the Government access to the Contractor's facilities, installations, technical capabilities, operations, documentation, records, and databases.

(c) If new or unanticipated threats or hazards are discovered by either the Government or the Contractor, or if existing safeguards have ceased to function, the discoverer shall immediately bring the situation to the attention of the other party.

(End of Clause)

**I.2.9 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)**

(a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall—

(1) Maintain current, accurate, and complete inventory records of assets and their costs;

(2) Provide the ACO or designated representative ready access to the records upon request;

(3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and

(4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

(c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

(End of Clause)

**I.2.10 52.222-39 NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES (DEC 2004)**

(a) *Definition.* As used in this clause—

“United States” means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b) Except as provided in paragraph (e) of this clause, during the term of this contract, the Contractor shall post a notice, in the form of a poster, informing employees of their rights

concerning union membership and payment of union dues and fees, in conspicuous places in and about all its plants and offices, including all places where notices to employees are customarily posted. The notice shall include the following information (except that the information pertaining to National Labor Relations Board shall not be included in notices posted in the plants or offices of carriers subject to the Railway Labor Act, as amended (45 U.S.C. 151-188)).

#### Notice to Employees

Under Federal law, employees cannot be required to join a union or maintain membership in a union in order to retain their jobs. Under certain conditions, the law permits a union and an employer to enter into a union-security agreement requiring employees to pay uniform periodic dues and initiation fees. However, employees who are not union members can object to the use of their payments for certain purposes and can only be required to pay their share of union costs relating to collective bargaining, contract administration, and grievance adjustment. If you do not want to pay that portion of dues or fees used to support activities not related to collective bargaining, contract administration, or grievance adjustment, you are entitled to an appropriate reduction in your payment. If you believe that you have been required to pay dues or fees used in part to support activities not related to collective bargaining, contract administration, or grievance adjustment, you may be entitled to a refund and to an appropriate reduction in future payments. For further information concerning your rights, you may wish to contact the National Labor Relations Board (NLRB) either at one of its Regional offices or at the following address or toll free number:

National Labor Relations Board  
 Division of Information  
 1099 14th Street, N.W.  
 Washington, DC 20570  
 1-866-667-6572  
 1-866-316-6572 (TTY)

To locate the nearest NLRB office, see NLRB's website at <http://www.nlr.gov>.

(c) The Contractor shall comply with all provisions of Executive Order 13201 of February 17, 2001, and related implementing regulations at 29 CFR Part 470, and orders of the Secretary of Labor.

(d) In the event that the Contractor does not comply with any of the requirements set forth in paragraphs (b), (c), or (g), the Secretary may direct that this contract be cancelled, terminated, or suspended in whole or in part, and declare the Contractor ineligible for further Government contracts in accordance with procedures at 29 CFR Part 470, Subpart B—Compliance Evaluations, Complaint Investigations and Enforcement Procedures. Such other sanctions or remedies may be imposed as are provided by 29 CFR Part 470, which implements Executive Order 13201, or as are otherwise provided by law.

(e) The requirement to post the employee notice in paragraph (b) does not apply to—  
 (1) Contractors and subcontractors that employ fewer than 15 persons;

- (2) Contractor establishments or construction work sites where no union has been formally recognized by the Contractor or certified as the exclusive bargaining representative of the Contractor's employees;
- (3) Contractor establishments or construction work sites located in a jurisdiction named in the definition of the United States in which the law of that jurisdiction forbids enforcement of union-security agreements;
- (4) Contractor facilities where upon the written request of the Contractor, the Department of Labor Deputy Assistant Secretary for Labor-Management Programs has waived the posting requirements with respect to any of the Contractor's facilities if the Deputy Assistant Secretary finds that the Contractor has demonstrated that—
- (i) The facility is in all respects separate and distinct from activities of the Contractor related to the performance of a contract; and
- (ii) Such a waiver will not interfere with or impede the effectuation of the Executive order; or
- (5) Work outside the United States that does not involve the recruitment or employment of workers within the United States.
- (f) The Department of Labor publishes the official employee notice in two variations; one for contractors covered by the Railway Labor Act and a second for all other contractors.

The Contractor shall—

- (1) Obtain the required employee notice poster from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW, Room N-5605, Washington, DC 20210, or from any field office of the Department's Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;
- (2) Download a copy of the poster from the Office of Labor-Management Standards website at <http://www.olms.dol.gov>; or
- (3) Reproduce and use exact duplicate copies of the Department of Labor's official poster.
- (g) The Contractor shall include the substance of this clause in every subcontract or purchase order that exceeds the simplified acquisition threshold, entered into in connection with this contract, unless exempted by the Department of Labor Deputy Assistant Secretary for Labor-Management Programs on account of special circumstances in the national interest under authority of 29 CFR 470.3(c). For indefinite quantity subcontracts, the Contractor shall include the substance of this clause if the value of orders in any calendar year of the subcontract is expected to exceed the simplified acquisition threshold. Pursuant to 29 CFR Part 470, Subpart B—Compliance Evaluations, Complaint Investigations and Enforcement Procedures, the Secretary of Labor may direct the Contractor to take such action in the enforcement of these regulations, including the imposition of sanctions for noncompliance with respect to any such subcontract or purchase order. If the Contractor becomes involved in litigation with a subcontractor or vendor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

(End of Clause)

**I.2.11 52.232-12 ADVANCE PAYMENTS (MAY 2001)**

*Alternate I (Apr 1984).* If the agency desires to waive the countersignature requirement because of the Contractor's financial strength, good performance record, and favorable experience concerning cost disallowances, add the following sentence, if appropriate, to paragraph (b) of the basic clause: However, for this contract, countersignature on behalf of the Government will not be required unless it is determined necessary by the administering office.

(End of Clause)

**I.3 GENERAL SERVICES ADMINISTRATION ACQUISITION MANUAL****1.3.1 552.212-71 CONTRACT TERMS AND CONDITIONS APPLICABLE TO GSA ACQUISITION OF COMMERCIAL ITEMS (JUL 2003)**

The Contractor agrees to comply with any provision or clause that is incorporated herein by reference to implement agency policy applicable to acquisition of commercial items or components. The provision or clause in effect based on the applicable regulation cited on the date the solicitation is issued applies unless otherwise stated herein. The following provisions and clauses are incorporated by reference:

*(a) Provisions.*

552.237-70 Qualifications of Offerors

*(b) Clauses.*

552.203-71 Restriction on Advertising

552.211-73 Marking

552.215-70 Examination of Records by GSA

552.215-71 Examination of Records by GSA (Multiple Award Schedule)

552.215-72 Price Adjustment—Failure to Provide Accurate Information

552.219-70 Allocation of Orders—Partially Set-Aside Items

552.228-70 Workers' Compensation Laws

552.229-70 Federal, State, and Local Taxes

552.232-8 Discounts for Prompt Payment

552.232-23 Assignment of Claims

552.232-71 Adjusting Payments

552.232-72 Final Payment

552.232-73 Availability of Funds

552.232-78 Payment Information

552.237-71 Qualifications of Employees

552.238-71 Submission and Distribution of Authorized FSS Schedule Price List

552.238-74 Industrial Funding Fee and Sales Reporting

552.238-75 Price Reductions

552.242-70 Status Report of Orders and Shipments

\_\_\_ 552.243-72 Modifications (Multiple Award Schedule)

\_\_\_ 552.246-73 Warranty—Multiple Award Schedule

\_\_\_ 552.246-76 Warranty of Pesticides

(End of clause)

### **I.3.2 552.229-71 FEDERAL EXCISE TAX—DC GOVERNMENT (SEP 1999)**

If the District of Columbia cites an Internal Revenue Tax Exempt Certificate Number on orders placed under this contract, the Contractor shall bill shipments to the District of Columbia at prices exclusive of Federal excise tax and show the amount of such tax on the invoice.

(End of clause)

### **I.3.3 552.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (SEP 1999)**

(a) *Deviations to FAR clauses.* (1) This solicitation or contract indicates any authorized deviation to a Federal Acquisition Regulation (48 CFR Chapter 1) clause by the addition of “(DEVIATION)” after the date of the clause, if the clause is not published in the General Services Administration Acquisition Regulation (48 CFR Chapter 5). (2) This solicitation indicates any authorized deviation to a Federal Acquisition Regulation (FAR) clause that is published in the General Services Administration Acquisition Regulation by the addition of “(DEVIATION (FAR clause no.))” after the date of the clause.

(b) *Deviations to GSAR clauses.* This solicitation indicates any authorized deviation to a General Services Administration Acquisition Regulation clause by the addition of “(DEVIATION)” after the date of the clause.

(c) *“Substantially the same as” clauses.* Changes in wording of clauses prescribed for use on a “substantially the same as” basis are not considered deviations.

(End of Clause)

## **SECTION J – LIST OF ATTACHMENTS**

### **J.1 LIST OF ATTACHMENTS**

Attachment J-1 – Department of Labor (DOL) Wage Determination

Attachment J-2 – Monthly Business Volume (Sales) Report

Attachment J-3 – Monthly Revenue Report

Attachment J-4 – Service Offering Table

**SECTION J – LIST OF ATTACHMENTS**

**ATTACHMENT J-1**

**Department Of Labor (DOL)  
Wage Determination**



## SECTION J – LIST OF ATTACHMENTS

01270 - Production Control Clerk	18.89
01290 - Rental Clerk	15.42
01300 - Scheduler, Maintenance	15.26
01311 - Secretary I	16.11
01312 - Secretary II	17.31
01313 - Secretary III	19.30
01314 - Secretary IV	21.45
01315 - Secretary V	23.75
01320 - Service Order Dispatcher	15.82
01341 - Stenographer I	15.15
01342 - Stenographer II	16.47
01400 - Supply Technician	21.45
01420 - Survey Worker (Interviewer)	16.43
01460 - Switchboard Operator-Receptionist	12.06
01510 - Test Examiner	17.31
01520 - Test Proctor	17.31
01531 - Travel Clerk I	11.63
01532 - Travel Clerk II	12.49
01533 - Travel Clerk III	13.41
01611 - Word Processor I	12.75
01612 - Word Processor II	15.10
01613 - Word Processor III	17.02
03000 - Automatic Data Processing Occupations	
03010 - Computer Data Librarian	15.10
03041 - Computer Operator I	15.10
03042 - Computer Operator II	17.02
03043 - Computer Operator III	18.89
03044 - Computer Operator IV	21.09
03045 - Computer Operator V	23.35
03071 - Computer Programmer I (1)	19.64
03072 - Computer Programmer II (1)	23.33
03073 - Computer Programmer III (1)	27.62
03074 - Computer Programmer IV (1)	27.62
03101 - Computer Systems Analyst I (1)	27.62
03102 - Computer Systems Analyst II (1)	27.62
03103 - Computer Systems Analyst III (1)	27.62
03160 - Peripheral Equipment Operator	15.10
05000 - Automotive Service Occupations	
05005 - Automotive Body Repairer, Fiberglass	22.73
05010 - Automotive Glass Installer	17.88
05040 - Automotive Worker	17.88
05070 - Electrician, Automotive	18.95
05100 - Mobile Equipment Servicer	15.69
05130 - Motor Equipment Metal Mechanic	19.98
05160 - Motor Equipment Metal Worker	17.88
05190 - Motor Vehicle Mechanic	20.07
05220 - Motor Vehicle Mechanic Helper	16.81
05250 - Motor Vehicle Upholstery Worker	17.88
05280 - Motor Vehicle Wrecker	17.88
05310 - Painter, Automotive	18.95
05340 - Radiator Repair Specialist	17.88
05370 - Tire Repairer	14.43
05400 - Transmission Repair Specialist	19.98
07000 - Food Preparation and Service Occupations	

## SECTION J – LIST OF ATTACHMENTS

(not set) - Food Service Worker	9.91
07010 – Baker	12.25
07041 - Cook I	11.53
07042 - Cook II	12.79
07070 – Dishwasher	9.76
07130 - Meat Cutter	16.07
07250 - Waiter/Waitress	8.59
09000 - Furniture Maintenance and Repair Occupations	
09010 - Electrostatic Spray Painter	18.05
09040 - Furniture Handler	12.55
09070 - Furniture Refinisher	18.05
09100 - Furniture Refinisher Helper	13.85
09110 - Furniture Repairer, Minor	16.01
09130 – Upholsterer	18.05
11030 - General Services and Support Occupations	
11030 - Cleaner, Vehicles	9.67
11060 - Elevator Operator	9.79
11090 – Gardener	14.27
11121 - House Keeping Aid I	9.97
11122 - House Keeping Aid II	10.77
11150 – Janitor	10.12
11210 - Laborer, Grounds Maintenance	11.65
11240 - Maid or Houseman	9.97
11270 - Pest Controller	12.49
11300 - Refuse Collector	11.69
11330 - Tractor Operator	14.00
11360 - Window Cleaner	10.51
12000 - Health Occupations	
12020 - Dental Assistant	16.90
12040 - Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	15.83
12071 - Licensed Practical Nurse I	15.86
12072 - Licensed Practical Nurse II	17.79
12073 - Licensed Practical Nurse III	19.92
12100 - Medical Assistant	12.94
12130 - Medical Laboratory Technician	16.32
12160 - Medical Record Clerk	14.96
12190 - Medical Record Technician	16.47
12221 - Nursing Assistant I	9.32
12222 - Nursing Assistant II	10.48
12223 - Nursing Assistant III	11.94
12224 - Nursing Assistant IV	13.40
12250 - Pharmacy Technician	13.02
12280 – Phlebotomist	13.40
12311 - Registered Nurse I	24.92
12312 - Registered Nurse II	29.47
12313 - Registered Nurse II, Specialist	29.47
12314 - Registered Nurse III	35.65
12315 - Registered Nurse III, Anesthetist	35.65
12316 - Registered Nurse IV	42.73
13000 - Information and Arts Occupations	
13002 - Audiovisual Librarian	20.85
13011 - Exhibits Specialist I	17.98
13012 - Exhibits Specialist II	23.33
13013 - Exhibits Specialist III	28.07

## SECTION J – LIST OF ATTACHMENTS

13041 - Illustrator I	18.73
13042 - Illustrator II	23.42
13043 - Illustrator III	28.82
13047 – Librarian	24.54
13050 - Library Technician	17.18
13071 - Photographer I	14.67
13072 - Photographer II	17.18
13073 - Photographer III	21.52
13074 - Photographer IV	26.05
13075 - Photographer V	29.15
15000 - Laundry, Dry Cleaning, Pressing and Related Occupations	
15010 – Assembler	8.71
15030 - Counter Attendant	8.71
15040 - Dry Cleaner	10.94
15070 - Finisher, Flatwork, Machine	8.71
15090 - Presser, Hand	8.71
15100 - Presser, Machine, Drycleaning	8.71
15130 - Presser, Machine, Shirts	8.71
15160 - Presser, Machine, Wearing Apparel, Laundry	8.71
15190 - Sewing Machine Operator	11.73
15220 – Tailor	12.43
15250 - Washer, Machine	9.31
19000 - Machine Tool Operation and Repair Occupations	
19010 - Machine-Tool Operator (Toolroom)	18.95
19040 - Tool and Die Maker	23.05
21000 - Material Handling and Packing Occupations	
21010 - Fuel Distribution System Operator	19.38
21020 - Material Coordinator	19.05
21030 - Material Expediter	19.05
21040 - Material Handling Laborer	11.50
21050 - Order Filler	13.21
21071 - Forklift Operator	16.04
21080 - Production Line Worker (Food Processing)	15.93
21100 - Shipping/Receiving Clerk	13.15
21130 - Shipping Packer	13.15
21140 - Store Worker I	9.06
21150 - Stock Clerk (Shelf Stocker; Store Worker II)	13.05
21210 - Tools and Parts Attendant	16.99
21400 - Warehouse Specialist	16.04
23000 - Mechanics and Maintenance and Repair Occupations	
23010 - Aircraft Mechanic	22.24
23040 - Aircraft Mechanic Helper	14.71
23050 - Aircraft Quality Control Inspector	23.43
23060 - Aircraft Servicer	17.82
23070 - Aircraft Worker	18.09
23100 - Appliance Mechanic	18.95
23120 - Bicycle Repairer	14.43
23125 - Cable Splicer	24.68
23130 - Carpenter, Maintenance	18.95
23140 - Carpet Layer	17.80
23160 - Electrician, Maintenance	22.59
23181 - Electronics Technician, Maintenance I	19.42
23182 - Electronics Technician, Maintenance II	21.92
23183 - Electronics Technician, Maintenance III	23.87

## SECTION J – LIST OF ATTACHMENTS

23260 - Fabric Worker	16.61
23290 - Fire Alarm System Mechanic	19.98
23310 - Fire Extinguisher Repairer	15.69
23340 - Fuel Distribution System Mechanic	21.05
23370 - General Maintenance Worker	17.28
23400 - Heating, Refrigeration and Air Conditioning Mechanic	20.87
23430 - Heavy Equipment Mechanic	19.98
23440 - Heavy Equipment Operator	20.76
23460 - Instrument Mechanic	19.98
23470 - Laborer	14.27
23500 - Locksmith	18.95
23530 - Machinery Maintenance Mechanic	20.51
23550 - Machinist, Maintenance	21.52
23580 - Maintenance Trades Helper	14.54
23640 - Millwright	21.85
23700 - Office Appliance Repairer	18.95
23740 - Painter, Aircraft	21.29
23760 - Painter, Maintenance	18.95
23790 - Pipefitter, Maintenance	22.76
23800 - Plumber, Maintenance	20.99
23820 - Pneudraulic Systems Mechanic	19.98
23850 - Rigger	19.98
23870 - Scale Mechanic	17.88
23890 - Sheet-Metal Worker, Maintenance	19.98
23910 - Small Engine Mechanic	20.05
23930 - Telecommunication Mechanic I	22.21
23931 - Telecommunication Mechanic II	23.41
23950 - Telephone Lineman	22.21
23960 - Welder, Combination, Maintenance	19.98
23965 - Well Driller	19.98
23970 - Woodcraft Worker	19.98
23980 – Woodworker	15.32
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	11.58
24580 - Child Care Center Clerk	16.15
24600 - Chore Aid	9.29
24630 – Homemaker	16.75
25000 - Plant and System Operation Occupations	
25010 - Boiler Tender	22.57
25040 - Sewage Plant Operator	19.52
25070 - Stationary Engineer	22.57
25190 - Ventilation Equipment Tender	15.24
25210 - Water Treatment Plant Operator	19.72
27000 - Protective Service Occupations	
(not set) - Police Officer	23.19
27004 - Alarm Monitor	16.79
27006 - Corrections Officer	18.10
27010 - Court Security Officer	20.72
27040 - Detention Officer	18.29
27070 – Firefighter	20.97
27101 - Guard I	11.51
27102 - Guard II	15.16
28000 - Stevedoring/Longshoremen Occupations	
28010 - Blocker and Bracer	19.89

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28020 - Hatch Tender	19.89
28030 - Line Handler	19.89
28040 - Stevedore I	18.71
28050 - Stevedore II	21.11
29000 - Technical Occupations	
21150 - Graphic Artist	22.81
29010 - Air Traffic Control Specialist, Center (2)	32.70
29011 - Air Traffic Control Specialist, Station (2)	22.54
29012 - Air Traffic Control Specialist, Terminal (2)	24.82
29023 - Archeological Technician I	15.78
29024 - Archeological Technician II	17.58
29025 - Archeological Technician III	21.94
29030 - Cartographic Technician	23.33
29035 - Computer Based Training (CBT) Specialist/ Instructor	31.26
29040 - Civil Engineering Technician	22.19
29061 - Drafter I	14.31
29062 - Drafter II	16.57
29063 - Drafter III	18.53
29064 - Drafter IV	23.33
29081 - Engineering Technician I	17.67
29082 - Engineering Technician II	19.84
29083 - Engineering Technician III	22.54
29084 - Engineering Technician IV	27.49
29085 - Engineering Technician V	33.62
29086 - Engineering Technician VI	40.67
29090 - Environmental Technician	21.22
29100 - Flight Simulator/Instructor (Pilot)	36.95
29160 – Instructor	26.54
29210 - Laboratory Technician	18.56
29240 - Mathematical Technician	23.70
29361 - Paralegal/Legal Assistant I	20.03
29362 - Paralegal/Legal Assistant II	24.82
29363 - Paralegal/Legal Assistant III	30.35
29364 - Paralegal/Legal Assistant IV	36.73
29390 - Photooptics Technician	23.33
29480 - Technical Writer	28.55
29491 - Unexploded Ordnance (UXO) Technician I	20.78
29492 - Unexploded Ordnance (UXO) Technician II	25.14
29493 - Unexploded Ordnance (UXO) Technician III	30.13
29494 - Unexploded (UXO) Safety Escort	20.78
29495 - Unexploded (UXO) Sweep Personnel	20.78
29620 - Weather Observer, Senior (3)	21.32
29621 - Weather Observer, Combined Upper Air and Surface Programs (3)	18.30
29622 - Weather Observer, Upper Air (3)	18.30
31000 - Transportation/ Mobile Equipment Operation Occupations	
31030 - Bus Driver	15.95
31260 - Parking and Lot Attendant	8.62
31290 - Shuttle Bus Driver	13.45
31300 - Taxi Driver	12.71
31361 - Truckdriver, Light Truck	13.89
31362 - Truckdriver, Medium Truck	17.09
31363 - Truckdriver, Heavy Truck	18.40
31364 - Truckdriver, Tractor-Trailer	18.40
99000 - Miscellaneous Occupations	

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99020 - Animal Caretaker	10.47
99030 – Cashier	9.82
99041 - Carnival Equipment Operator	12.35
99042 - Carnival Equipment Repairer	13.30
99043 - Carnival Worker	8.31
99050 - Desk Clerk	9.78
99095 – Embalmer	19.79
99300 – Lifeguard	10.92
99310 – Mortician	24.77
99350 - Park Attendant (Aide)	13.71
99400 - Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	11.12
99500 - Recreation Specialist	16.99
99510 - Recycling Worker	15.47
99610 - Sales Clerk	11.08
99620 - School Crossing Guard (Crosswalk Attendant)	11.37
99630 - Sport Official	11.24
99658 - Survey Party Chief (Chief of Party)	18.39
99659 - Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	17.48
99660 - Surveying Aide	11.43
99690 - Swimming Pool Operator	13.93
99720 - Vending Machine Attendant	10.73
99730 - Vending Machine Repairer	13.93
99740 - Vending Machine Repairer Helper	11.34

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**ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:**

**HEALTH & WELFARE:** \$2.87 an hour or \$114.80 a week or \$497.47 a month

**VACATION:** 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

**HOLIDAYS:** A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

**THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):**

1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)

2) **APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL:** An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.

3) **WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY:** If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of

## SECTION J – LIST OF ATTACHMENTS

Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**HAZARDOUS PAY DIFFERENTIAL:** An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

### \*\* UNIFORM ALLOWANCE \*\*

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

### \*\* NOTES APPLYING TO THIS WAGE DETERMINATION \*\*

Under the policy and guidance contained in All Agency Memorandum No. 159, the Wage and Hour Division does not recognize, for section 4(c) purposes, prospective wage rates and fringe benefit provisions that are effective only upon such contingencies as "approval of Wage and Hour, issuance of a wage determination, incorporation of the wage determination in the contract, adjusting the contract price, etc." (The relevant CBA section) in the collective bargaining agreement between (the parties) contains contingency language that Wage and Hour does not recognize as reflecting "arm's length negotiation" under section 4(c) of the Act and 29 C.F.R. 5.11(a) of the regulations. This wage determination therefore reflects the actual CBA wage rates and fringe benefits paid under the predecessor contract.

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### Source of Occupational Title and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

### Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is

**SECTION J – LIST OF ATTACHMENTS**

included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

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**ATTACHMENT J-2**

**Monthly Business Volume (Sales) Report**

**SECTION J – LIST OF ATTACHMENTS**

**ATTACHMENT J-2**

**Contractor Name**

**GSA Contract Number: GS05NSD00XXXXXX**

**Monthly Business Volume (Sales) Report**

**Reporting Period: July 1, 2005 - July 31, 2005**

	<b>Date of Order</b>	<b>Agency Name / Ordering Agency</b>	<b>Description of Services</b>	<b>Period Of Performance</b>	<b>Task Order / Delivery Order Number</b>	<b>Total Value of Order</b>
1						\$
2						\$
3						\$
4						\$
5						\$
6						\$
					<b>Total Sales this Month</b>	\$
					<b>Cumulative Sales to Date</b>	\$

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**ATTACHMENT J-3**

**Monthly Revenue Report**

**SECTION J – LIST OF ATTACHMENTS**

**ATTACHMENT J-3**

**Contractor Name**

**GSA Contract Number: GS05NSD00XXXXXX**

**Monthly Revenue Report**

**Reporting Period: July 1, 2005 – July 31, 2005**

	<b>Date Payment Received</b>	<b>Agency Name / Ordering Activity</b>	<b>Description of Services</b>	<b>Task Order / Delivery Order Number</b>	<b>Total Value of Order</b>	<b>Amount Received</b>	<b>GSA Management Fee Collected (2%)</b>	<b>GSA Management Fee Remitted</b>	<b>Remaining Balance of Un-Remitted GSA Mgmt. Fee</b>
1					\$	\$	\$	\$	\$
2					\$	\$	\$	\$	\$
3					\$	\$	\$	\$	\$
4					\$	\$	\$	\$	\$
5					\$	\$	\$	\$	\$
6					\$	\$	\$	\$	\$
7					\$	\$	\$	\$	\$
				<b>TOTALS</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>

**EFT Number:** \_\_\_\_\_ **Amount:** \_\_\_\_\_

**EFT Number:** \_\_\_\_\_ **Amount:** \_\_\_\_\_

**Note: If more than one EFT payment is submitted for the reporting period, the contractor shall identify all EFT Numbers and Amounts for the reporting period. The total EFT Amount(s) shall total the “GSA Management Fee Remitted” identified in the report above.**

**SECTION J – LIST OF ATTACHMENTS**

**ATTACHMENT J-4**

**Service Offering Table**

**SECTION J – LIST OF ATTACHMENTS**

**ATTACHMENT J-4**

**Service Offering Table**

	Service Type I: Satellite Transport Services				Service Type II:							Service Type III:	Service Type IV:	
Company	Mobile Satellite Services (MSS)				Fixed Satellite Services (FSS)		Satellite Applications Services					Satellite Design, Engineering & Maintenance Support	Professional Support Services	Small Business (Y/N)
	Globalstar	Iridium	Inmarsat	Other	Bandwidth	VSAT	COOP	Distance Learning	Telemedicine	Streaming Video	BSS			

**SECTION K**  
**REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS**

**K.1 52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions via reference (SEPT 2005)**

**K.2 52.204-8 Annual Representations and Certifications (JAN 2005)**

(a)(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (b) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (b) instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

(i) Paragraph (b) applies.

(ii) Paragraph (b) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(b) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [*offeror to insert changes, identifying change by clause number, title, date*]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR CLAUSE #	TITLE	DATE	CHANGE
_____	_____	_____	_____

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

(End of provision)

**K.3 52.212-3 Offeror Representations and Certifications—Commercial Items (MAR 2005)**

An offeror shall complete only paragraph (j) of this provision if the offeror has completed the annual representations and certifications electronically at <http://orca.bpn.gov>. If an offeror has not

completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (b) through (i) of this provision.

(a) *Definitions.* As used in this provision:

“Emerging small business” means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

“Forced or indentured child labor” means all work or service—

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

“Service-disabled veteran-owned small business concern”—

(1) Means a small business concern—

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service connected, as defined in 38 U.S.C. 101(16).

“Small business concern” means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

“Veteran-owned small business concern” means a small business concern—

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

“Women-owned business concern” means a small business concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

“Women-owned small business concern” means a small business concern—

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(b) *Taxpayer Identification Number (TIN)* (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and

3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) *Taxpayer Identification Number (TIN).*

TIN: \_\_\_\_\_.

TIN has been applied for.

TIN is not required because:

Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization.*

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR 1.6049-4;

Other \_\_\_\_\_.

(5) *Common parent.*

Offeror is not owned or controlled by a common parent;

Name and TIN of common parent:

Name \_\_\_\_\_.

TIN \_\_\_\_\_.

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) *Small business concern.* The offeror represents as part of its offer that it  is,  is not a small business concern.

(2) *Veteran-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it  is,  is not a veteran-owned small business concern.

(3) *Service-disabled veteran-owned small business concern.* [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it  is,  is not a service-disabled veteran-owned small business concern.

(4) *Small disadvantaged business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, for general statistical purposes, that it  is,  is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) *Women-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it  is,  is not a women-owned small business concern.

**NOTE:** Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) *Women-owned business concern (other than small business concern).* [Complete only if the offeror is a womenowned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it  is a women-owned business concern.

(7) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first tier subcontractors) amount to more than 50 percent of the contract price:

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(8) *Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program.* [Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.]

(i) [Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the designated industry groups (DIGs).] The offeror represents as part of its offer that it  is,  is not an emerging small business.

(ii) [Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or designated industry groups (DIGs).] Offeror represents as follows:

(A) Offeror’s number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror’s average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Number of Employees	Average Annual Gross Revenues
<input type="checkbox"/> 50 or fewer	<input type="checkbox"/> \$1 million or less
<input type="checkbox"/> 51-100	<input type="checkbox"/> \$1,000,001-\$2 million

___ 101-250	___ \$2,000,001-\$3.5 million
___ 251-500	___ \$3,500,001-\$5 million
___ 501-750	___ \$5,000,001-\$10 million
___ 751-1,000	___ \$10,000,001-\$17 million
___ Over 1,000	___ Over \$17 million

(9) *[Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.]*

(i) *General.* The offeror represents that either—

(A) It  is,  is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRONet), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It  has,  has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii)  *Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns.* The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. *[The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: \_\_\_\_\_.]*

(10) *HUBZone small business concern.* *[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents, as part of its offer, that—

(i) It  is,  is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and

(ii) It  is,  is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. *[The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: \_\_\_\_\_.]* Each HUBZone small business concern

participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) *Representations required to implement provisions of Executive Order 11246—* (1) Previous contracts and compliance. The offeror represents that—

(i) It  has,  has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

**Number of Employees Average Annual Gross Revenues**

- 50 or fewer                       \$1 million or less
- 51–100                               \$1,000,001–\$2 million
- 101–250                             \$2,000,001–\$3.5 million
- 251–500                             \$3,500,001–\$5 million
- 501–750                             \$5,000,001–\$10 million
- 751–1,000                          \$10,000,001–\$17 million
- Over 1,000                          Over \$17 million

(ii) It  has,  has not filed all required compliance reports.

(2) *Affirmative Action Compliance.* The offeror represents that—

(i) It  has developed and has on file,  has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It  has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) *Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352).* (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) *Buy American Act Certificate.* (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act—Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms “component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American Act— Supplies.”

(2) Foreign End Products:

Line Item No.

Country of Origin

\_\_\_\_\_

\_\_\_\_\_

_____	_____
_____	_____

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate.* (Applies only if the clause at FAR 52.225-3, Buy American Act—Free Trade Agreements—Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms “component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act.”

(ii) The offeror certifies that the following supplies are end products of Australia, Canada, Chile, Mexico, or Singapore, or Israeli end products as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements— Israeli Trade Act”: End Products of Australia, Canada, Chile, Mexico, or Singapore or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act.” The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate I (JAN 2004)*. If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act”:

Canadian End Products:

**Line Item No.**

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[List as necessary]

(3) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate II (JAN 2004)*. If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph

(g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision: (g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act”:

Canadian or Israeli End Products:

Line Item No.	Country of Origin
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>

[List as necessary]

(4) *Trade Agreements Certificate*. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.- made or designated country end product, as defined in the clause of this solicitation entitled “Trade Agreements.”

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549)*. (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals—

(1)  Are,  are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and

(2) Have, have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(3) Are, are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(i) *Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126)*. [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) *Listed end products.*

<b>Listed End Product</b>	<b>Listed Countries of Origin</b>
_____	_____
_____	_____

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(2) *Certification.* [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

(i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

(ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j)(1) *Annual Representations and Certifications.* Any changes provided by the offeror in paragraph (j) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs\_\_\_\_\_.

[Offeror to identify the applicable paragraphs at (b) through (i) of this provision that the offeror has completed for the purposes of this solicitation only, if any.]

*These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate and complete as of the date of this offer.*

*Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.]*

(End of provision)

*Alternate I (Apr 2002).* As prescribed in 12.301(b)(2), add the following paragraph (c)(11) to the basic provision:

(11) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) or (c)(9) of this provision.) [The offeror shall check the category in which its ownership falls]:

\_\_\_\_\_ Black American.

\_\_\_\_\_ Hispanic American.

\_\_\_\_\_ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

\_\_\_\_\_ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

\_\_\_\_\_ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

\_\_\_\_\_ Individual/concern, other than one of the preceding.

*Alternate II (Oct 2000).* As prescribed in 12.301(b)(2), add the following paragraph (c)(9)(iii) to the basic provision:

(iii) *Address.* The offeror represents that its address is, is not in a region for which a small disadvantaged business procurement mechanism is authorized and its address has not changed since its certification as a small disadvantaged business concern or submission of its application for certification. The list of authorized small disadvantaged business procurement mechanisms and regions is posted at <http://www.arnet.gov/References/sdbadjustments.htm>. The offeror shall use the list in effect on the date of this solicitation. “Address,” as used in this provision, means the address of the offeror as listed on the Small Business Administration’s register of small disadvantaged business concerns or the address on the completed application that the concern has submitted to the Small Business Administration or a Private Certifier in accordance with 13 CFR Part 124, subpart B. For joint ventures, “address” refers to the address of the small disadvantaged business concern that is participating in the joint venture.

#### **K.4 52.223-13 Certification of Toxic Chemical Release Reporting (AUG 2003)**

(a) Executive Order 13148, of April 21, 2000, Greening the Government through Leadership in Environmental Management, requires submission of this certification as a prerequisite for contract award.

(b) By signing this offer, the offeror certifies that—

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA)(42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA)(42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: [*Check each block that is applicable.*]

(i) The facility does not manufacturer, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65;

(ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

(iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 C.F.R. 372.27, provided an appropriate certification form has been filed with EPA;

(iv) The facility does not fall within the following Standard Industrial Classification (SIC) codes or their corresponding North American Industry Classification System sectors:

(A) Major group code 10 (except 1011, 1081, and 1094.

(B) Major group code 12 (except 1241).

(C) Major group codes 20 through 39.

(D) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).

(E) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921, et seq.), or 5169, or 5171, or 7389 (limited to facilities primarily engaged in solvent recovery services on a contract for fee basis); or

(v) The facility is not located in the United States or its outlying areas.

(End of Provision)

## **K.5 Electronic Representations and Certifications**

Contractors shall use the electronic systems for the submission of representations and certifications as explained below:

**K.5.1 Business Partner Network (BPN)** is the integrated electronic infrastructure the Government uses to manage (*i.e.*, collect, validate, access and maintain) the information it needs to transact business with its contractors. The BPN is located at <http://www.bpn.gov/>. The BPN web site links to several electronic databases containing Contractor information.

**K.5.2 Central Contractor Registration (CCR)** is the primary Government repository for contractor information required for the conduct of business with the Government. The CCR database is located at <http://www.ccr.gov/> and the CCR data will populate other Government applications with the Contractor's information. In CCR, Contractors shall assign themselves a Marketing Partner Identification Number (MPIN), which they will use to gain access to the BPN network applications.

**K.5.3 The Online Representations and Certifications Application (ORCA)** is part of the Business Partner Network (BPN). ORCA is the primary Government repository for Contractor submitted representations and certifications required for the conduct of business with the Government. Contractors are required to use ORCA as a part of the proposal submission process. ORCA is located at <http://orca.bpn.gov/>. Prior to accessing ORCA, Contractors shall first register through the CCR database. Contractors shall maintain and update CCR and ORCA in accordance with FAR Clauses 52.204-7 and 52.204-8 (above).

## SECTION L – INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERS

### L.1 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its proposal or offer. Also, the full text of a solicitation provision may be accessed electronically at this address:

**Federal Acquisition Regulation**  
[www.arnet.gov/far](http://www.arnet.gov/far)  
**GSA Acquisition Manual**  
[www.arnet.gov/GSAM/gsam.html](http://www.arnet.gov/GSAM/gsam.html)

NUMBER	TITLE	DATE
52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE	APR 1991
52.214-35	SUBMISSION OF OFFERS IN U.S. CURRENCY	APR 1991
52.215-1	INSTRUCTIONS TO OFFEROR—COMPETITIVE, ALTERNATE I	OCT 1997
52.216-27	SINGLE OR MULTIPLE AWARDS	OCT 1995
52.222-46	EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES	FEB 1993
52.232-38	SUBMISSION OF ELECTRONIC FUNDS TRANSFER INFORMATION WITH OFFER	MAY 1999
52.237-1	SITE VISIT	APR 1984
52.237-10	IDENTIFICATION OF UNCOMPENSATED OVERTIME	OCT 1997
552.219-72	PREPARATION, SUBMISSION, AND NEGOTIATION OF SUBCONTRACTING PLANS	JUNE 2005
552.233-70	PROTEST FILED DIRECTLY WITH THE GENERAL SERVICES ADMINISTRATION	MAR 2000
552.252-5	AUHTORIZED DEVIATIONS IN PROVISIONS (DEVIATION FAR 52.252-5)	SEP 1999

### L.2 52.233-2 SERVICE OF PROTEST (AUG 1966)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

**SECTION L – INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERS**

General Services Administration  
Federal Technology Service  
10300 Eaton Place, Room 555  
Fairfax, VA 22030  
Attn: Peggy Van Tassel, SATCOM-II Procuring Contracting Officer (PCO)

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

**L.3 GENERAL INFORMATION**

**L.3.1 Distribution/Submission**

Proposals shall be submitted within a single sealed outer package. Failure to properly address the outer cover of an offer could be the cause of an offer being misdirected or received after the submission deadline at the required destination.

Proposals shall be addressed as specified below. The Offeror shall show the hour and date specified in the solicitation for receipt, the solicitation number, and the name and address of the Offeror on the face of the container.

General Services Administration  
Federal Technology Service  
10300 Eaton Place, Room 555  
Fairfax, VA 22030  
Attn: Peggy Van Tassel, SATCOM-II Procuring Contracting Officer (PCO)  
Solicitation #: TQN-DWS-06-0001  
March 14, 2006, 3:00 p.m., EST

The above method is the only means by which proposals will be accepted (no facsimiles, e-mails, etc.)

**L.3.2 Discrepancies**

If an Offeror believes these instructions contain an error, omission, or are otherwise unsound, the Offeror shall immediately notify the PCO in writing with supporting rationale.

**L.3.3 Debriefings**

The PCO will provide notifications to unsuccessful Offerors in accordance with FAR 15.503. Upon such notification unsuccessful Offerors may request and receive a debriefing. Offerors desiring debriefing shall make their request in accordance with the requirements of FAR 15.505

## **SECTION L – INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERS**

or 15.506, as applicable. As specified in FAR 15.503(b), the PCO will provide written notification of the award(s) made within three (3) business days after contract award(s). Unsuccessful Offeror(s) may request a debriefing by providing a written request to the PCO within 3 business days after receipt of notification. To the maximum extent practicable, debriefings will be conducted within 5 business days of receipt of the Offeror's request. Debriefings will be conducted in accordance with FAR 15.506.

### **L.3.4 General Proposal Instructions**

This section provides general guidance for preparing proposals as well as specific instructions on the format and content of the proposal. The Offeror's proposal shall include all data and information stated herein and shall be submitted in accordance with these instructions. Non-compliance with the instructions provided may result in the Offeror being ineligible for award. All proposal information is subject to verification by the Government.

The Offeror's proposal shall consist of the written submittal. All information provided by the Offeror (as long as it is consistent with the constraints of this solicitation, e.g., page limitations) are subject to evaluation as described in Section M.

It is very important to note that the proposal shall be submitted in multiple volumes. The completion and submission of all proposal sections (Tabs) constitutes the Offeror's acceptance to the terms and conditions in this solicitation and in any attachments thereto.

Any significant exceptions to, or conditions placed on a material requirement of this solicitation may, at the discretion of the Government, render the offer unacceptable.

## **L.4 CONTENTS OF PROPOSAL SUBMISSION**

The proposal submission shall be clear, concise, and shall include sufficient detail for evaluation and substantiation of the validity of stated claims. The proposal submission should not simply rephrase or restate the Government's requirements, but rather shall provide convincing rationale to address how the Offeror intends to meet these requirements. Offerors shall assume that the Government has no prior knowledge of the company's capability and experience. The evaluation will be based on the information presented in the Offeror's proposal submission and verified by the Government as necessary.

### **L.4.1 Proposal Effective Period**

"Effective period," as used in this provision, means the number of calendar days within which the Government may accept the proposed offer and award a contract. The effective period begins on the date specified in this solicitation for receipt of offers.

The Government requires an effective period of at least 180 days. The Offeror may specify a period longer than the stated minimum effective period, but shall not specify a period shorter

## **SECTION L – INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERS**

than the stated minimum effective period. Any offer specifying less than the Government's minimum effective period may be rejected.

### **L.4.2 Instructions for Revising Proposals**

Any proposal revision requested by the Government shall be made by revising proposal pages. Revised proposal pages are to be submitted using a different color for each set of revisions. Indicate changes from the original page by right and left marginal vertical lines adjacent to the change. Include the revision number and the date of the revision at the bottom of the respective page.

### **L.4.3 Disposition of Unsuccessful Proposals**

In accordance with FAR Subpart 4.8 (Government Contract Files), the Government will retain the original copy of all unsuccessful submissions/proposals. Unless the Offeror requests otherwise, the Government will destroy extra copies of such unsuccessful submissions/proposals.

### **L.4.4 Proposal Preparation Costs**

The Government will not reimburse the Offeror for any cost incurred for the preparation and submission of a proposal in response to this solicitation. The Offeror is advised that the Contracting Officer is the only person who can legally obligate the Government for the expenditure of public funds in connection with this procurement.

## **L.5 SUBMISSION OF OFFERS**

Offerors shall present a written proposal in response to the requirements identified in Section C of this solicitation. Each offer shall include three separate volumes:

- Volume I – Management Proposal
- Volume II – Technical Proposal
- Volume III – Price Proposal

The Government will evaluate proposals in accordance with the evaluation criteria set forth in Section M of this solicitation. Each of the Volumes cited above shall be separate and complete so the evaluation of one may be accomplished independently of evaluation of the other.

### **L.5.1 Organizations/Distribution/Number of Copies/Page Limits**

The Offeror shall prepare the proposal as set forth in Section L.6, Table 1. The titles and contents of the Volumes and sections (Tabs) shall be as defined in Table 1, and shall be within the required page limits and in the number of copies as specified in the table. The contents of each proposal section (Tabs) are described in the paragraphs noted in Table 1.

## **SECTION L – INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERS**

Page size shall be 8.5 x 11 inches, not including foldouts. Pages shall be single-spaced. Except for the reproduced sections of the solicitation document, the font size shall be no less than eleven (11) point. Use at least 1- inch margins on the top and bottom and 3/4 inch side margins. Pages shall be numbered sequentially by volume. For tables, charts, graphs and figures, the font shall be no smaller than eight (8) point.

Page limitations shall be treated as maximums. If exceeded, the excess pages will not be read or considered in the evaluation of the submission. Each page shall be counted except the following; any Cover Sheets, Table of Contents, Tabs, Glossaries of terms/abbreviations/acronyms, matrixes, and organizational charts. Page 1 of volume is defined as the first page after the Table of Contents, Tabs, and Glossaries of terms/abbreviations/acronyms. All pages shall be numbered. Sheets printed on both sides shall be numbered on both sides if both sides contain information.

Electronic copy volumes shall be delivered on CD-ROMs (complete volumes on each CD-ROM), and shall be virus free. In the event hard copy and soft copy content conflict, hard copies will take precedence over soft copies. Soft copies shall be Microsoft Office 2000 compatible and/or Adobe 6.0 format. The Offeror shall certify that the CD-ROM(s) are virus free. Each CD-ROM shall be labeled with the solicitation number, company name and date.

Forward one (1) electronic, one (1) paper original and four (4) paper copies of proposal Volumes I, II and III to the CO.

### **L.5.2 Binding, Labeling and Indexing**

Each proposal shall be in a three-ring loose-leaf binder, which shall permit the volume to lie flat when open. A cover sheet shall be bound inside each book, clearly marked as to title, copy number, solicitation identification and the Offeror's name. Apply all appropriate Source Selection markings and those markings prescribed in accordance with FAR 52.215-1(e), Restriction on Disclosure and Use of Data, and FAR 3.104.

Each binder and CD-ROM shall contain a detailed table of contents to delineate the subparagraphs and associated page number within volumes. Tab indexing shall be used to identify sections.

### **L.5.3 Foldouts**

Legible tables, charts, graphs and figures may be used wherever practical to depict, systems and layout, implementation schedules, plans, etc. These displays shall be legible, easy to follow and shall not exceed 11 by 17 inches in size. Foldout pages shall fold entirely within the volume and count as two pages. Foldout pages shall only be used for large tables, charts, graphs, diagrams and schematics, not for pages of text. For tables, charts, graphs and figures, the font shall be no smaller than eight (8) points.

**SECTION L – INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERS**

**L.6 PROPOSAL FORMAT**

The Offeror's proposal shall include all data and information requested herein and shall be submitted in accordance with these instructions. Failure to adhere to these requirements may result in the proposal being considered nonresponsive and eliminated from consideration of an award.

Table L.1

	<b>Volume I Management Proposal</b>	<b>Volume II Technical Proposal</b>	<b>Volume III Price Proposal</b>
Page Limit	50	200	No Limit
Paper Copy	1 original and 4 copies	1 original and 4 copies	1 original and 4 copies
Electronic Copy	1	1	1
Tabs	A) Introduction/Executive Summary B) Management C) Representations, Certifications and other statements. D) EEO Pre-award Clearance E) Subcontracting Plan	A) Service Offering Table B) Technical C) Past Performance D) Section B Tables without pricing E) Cross Reference	A) Pricing Approach B) Section B – Services Pricing Tables

**L.7 SUBMISSION OF MANAGEMENT PROPOSAL (VOLUME I)**

Offerors shall prepare a written Management Proposal (Volume I) that addresses the requirements identified in Section C.4 and presents the methodology proposed to successfully manage orders awarded as a result of this solicitation. Volume I – Management Proposal shall be submitted in an original and four (4) hard copies. One (1) electronic copy shall be submitted on CD-ROM.

The Offeror's Management Proposal shall not exceed 50 pages and shall comply with the following:

- Tab A – Introduction/Executive Summary
- Tab B – Management
- Tab C – Representations, Certifications, and other statements of offerors
- Tab D – EEO Pre-award clearance
- Tab E – Subcontracting Plan.

**SECTION L – INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERS**

**L.7.1 Introduction/Executive Summary (Tab A)**

Offerors shall provide an Introduction/Executive Summary section that presents a corporate overview of the Offeror’s business. The overview shall illustrate and explain the proposed management structure, including the structure, relationship, and lines of authority applicable to any proposed subcontracts for delivery of satellite products and services—for example joint ventures, separate division, and Value Added Reseller agreements.

**L.7.2 Management (Tab B)**

The Offeror shall address the following items regarding management capabilities as identified in Section C.4:

- Provide the type of service and number of contracts and task/delivery orders offeror managed simultaneously.
- Provide a step-by-step description of its commercial ordering procedures.
- Provide a step-by-step description of its commercial billing procedures The description shall include the roles and responsibilities of the ordering agency, GSA, and the offeror.
- Describe any billing disputes that occurred during the past six months. Using the table below identify the length of time necessary to resolve the dispute.

Dispute Identification	Resolution within 30 days	Resolution within 60 days	Resolution within 90 days	Resolution within 120 days

- Describe the methodology and utilization in processing trouble calls and complaints. This shall include a detailed description of the necessary steps for problem resolution, point of contact, information flow, and escalation procedures.
- Illustrate and describe the proposed approach for managing and controlling the operations of each proposed subcontractor.
- Define and describe proposed quality control methodology to be implemented to assure meeting individual task/delivery order requirements.

**L.7.3 Representations, Certifications, and other statements of offerors. (Tab C)**

Offerors shall submit representations, certifications, and other statements per Section K of the solicitation. In addition, offerors shall submit all (if any) assumptions, conditions, or exceptions upon which the Management, Technical, and Price Proposals are based.

## **SECTION L – INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERS**

### **L.7.4 EEO Pre-award Clearance (Tab D)**

Offeror shall verify if it's listed in OFCCP's National Preaward Registry via the Internet at <http://www.dol-esa.gov/preaward/>

### **L.7.5 Subcontracting Plan (Tab E)**

Offerors shall submit a draft Subcontracting Plan to be negotiated prior to award.

### **L.8 SUBMISSION OF TECHNICAL PROPOSAL (VOLUME II)**

Offerors shall prepare a written technical proposal (Volume II) that presents the methodology proposed to successfully accomplish the requirements in Section C of this solicitation. Volume II – Technical Proposal shall be submitted in an original and four (4) hard copies. One (1) electronic copy shall be submitted on CD-ROM.

The Offeror's Technical Proposal shall not exceed 200 pages and shall comply with the following:

- Tab A – Service Offering Table
- Tab B – Technical
- Tab C – Past Performance
- Tab D – Section B Tables without pricing
- Tab E - Cross-reference

#### **L.8.1 Service Offering Table (Tab A)**

Offerors shall clearly identify which satellite services are being proposed under this solicitation by completing the "Service Offering Table" specified in Section J – Attachment J-4.

#### **L.8.2 Technical (Tab B)**

Offerors shall address the following items regarding technical capabilities:

- Propose mandatory services requirements as identified in Section C.3.
- Provide technical description of services and equipment proposed, as well as proposed Service Type.
- Identify proposed MSS data rates using Table C-1.
- Propose performance metrics sufficient to ensure proper delivery of services. These metrics should be identified using Table C-2.
- Provide maps showing frequency band coverage and any regional performance metrics for MSS.
- Identify proposed service categories, uplink and downlink speeds using Table C-3.
- Propose sufficient performance metrics to ensure proper delivery of FSS. Such metrics may include service availability, latency, time to restore, grade of service, bit error rate,

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jitter, event notification, and/or any other combination of commercially offered performance metrics. These metrics should be identified using Table C-4.

- Provide maps showing frequency band coverage and any regional performance metrics for FSS.
- Specify proposed service level agreements (SLAs) for Satellite Applications using Table C-5.
- Describe how customer care and helpdesk support will be provided using Table C-6.
- Describe how training will be offered to meet the requirements stated in Section C.3.3.3
- Submit all appropriate commercial technical documentation at the time of proposal submission.
- For Small Businesses offering Service Type IV labor categories, provide levels of education, experience and description of duties performed with a comparison to the education, experience and description of duties required in the solicitation.

### L.8.3 Past Performance (Tab C)

The offeror shall submit a “Past Performance Information Sheet” (provided in Section L.8.3.1) for each Service Type offered and each type of service offered within a service type. The Offeror shall identify a minimum of five (5) satellite contracts or delivery/task orders that the Offeror is currently performing or has performed within the past three (3) years. Small Businesses that propose Service Type IV shall provide a minimum of one (1) “Past Performance Information Sheet” each for Service Types I, II, and III, and two (2) for Service Type IV.

For example, if the offeror proposes three types of MSS services, then a “Past Performance Information Sheet” shall be submitted for all three types. The total number of “Past Performance Information Sheets” supplied shall not exceed the number of services offered. Past performance may include contracts with Federal, State, local Government and/or private industry.

For each proposed service offering, the offeror shall forward to each referenced client a copy of the “Past Performance Information Sheet” to be filled out by the appropriate individual. This individual shall complete the “Past Performance Information Sheet” and insert the signed document into a sealed envelope. The individual shall also sign the closure flap of the envelope, adhere clear tape over the signature and return it directly to the contractor. The Offeror shall forward all sealed envelopes into one sealed envelope and submit them with its proposal. “Past Performance Information Sheets” not provided by the closing date of the solicitation will not be considered.

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### L. 8.3.1 Past Performance Information Sheet

The Offeror shall complete items 1 through 8 of each form and forward the form to each referenced client for completion. Provide a separate form for each contract or task/delivery order for each Service Type offered and for each service offered within that Service Type. The referenced client then returns the form(s) to the Offeror in a sealed envelope as specified in L.8.3. The Offeror shall submit all sealed envelopes in Volume II – Technical Proposal.

Provide frank, concise comments regarding performance on the contract identified.

1	Offeror Name (Company/Division)	
2	Contract Number	
3	Task Order Number	
4	Award Date	
5	Program/Project Title	
6	Customer/Agency	
7	Customer Point of Contact	
	Address	
	Telephone Number	
	Fax Number	
	E-mail Address	
8	Contract Value	
9	Brief Description of Project	
10	Period of Performance	
11	Completion Date	
12	Identify deliverables	
13	How would you rate quality of work?	
14	How would you rate management of work?	
15	How would you rate responsiveness to work related issues?	

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16	How well did they manage cost?	
17	Did they meet socioeconomic /subcontracting goals? If not why?	
18	How well did they meet mission requirements?	
19	How efficiently did they handle trouble calls and complaints?	
20	Were there any invoicing issues?	
21	How did they manage quality control?	
22	How many times has the schedule changed?	
23	Briefly state the cause for the schedule changes?	
24	Was the effort performed as a <b>Prime</b> or <b>Subcontractor</b> ?	

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### **L.8.4 Section B Tables without pricing (Tab D)**

The Offeror shall provide an unpriced copy of the proposed pricing tables requested in Section L.9.2 below (Tab B **without** pricing).

### **L.8.5 Cross Reference Table (Tab E)**

The Offeror shall provide a cross reference table which shall identify the requirements from Section C and the location of where the requirement was addressed in the Offeror's proposal.

## **L.9 SUBMISSION OF PRICE PROPOSAL (VOLUME III)**

Volume III – Price Proposal shall be submitted in an original and four (4) hard copies. One (1) electronic copy shall be submitted on CD-ROM.

The format for the Price Proposal shall comply with the following:

Tab A – Pricing Approach

Tab B – Section B – Services and Prices

Appendices – Supporting pricing documentation

### **L.9.1 Pricing Approach (Tab A)**

The Offeror shall provide the following information regarding service and equipment prices:

- Certify that the prices offered are at or below those offered to preferred commercial customers and identify the percentage discount offered to the Government.
- Provide supporting documentation for prices in an appendix. Documentation may include commercial price list, current GSA Schedule prices, Blanket Purchase Agreement (BPA) prices, previous GSA contract prices, or other agency contracts.

### **L.9.2 Section B – Services and Prices (Tab B)**

The Offeror shall provide completed Section B tables. Using Microsoft Excel spreadsheets, the Offeror shall provide pricing for all services and equipment proposed formatted as identified in Section B CLIN pricing tables. Clearly identify the components that compose each offered price. The Offeror shall adhere to the pricing table format and CLIN structure to the maximum extent possible.

#### **L.9.2.1 Pricing for Service Type I: Satellite Transport Services**

For each proposed Mobile Satellite Service, the offeror shall identify service and equipment charges separately for each year using Tables B.3.1.1, B.4.1.1, B.5.1.1, B.6.1.1 and B.7.1.1.

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The offeror shall follow the CLIN numbering structure identified in the tables and provide pricing for at least one of Globalstar, Inmarsat, or Iridium services. The offeror may propose additional Mobile Satellite Services following the numbering convention established in the tables.

All necessary hardware, software, equipment and accessories shall be priced separately using equipment CLINS identified in Tables B.3.1.1, B.4.1.1, B.5.1.1, B. 6.1.1 and B.7.1.1.

For each proposed Fixed Satellite Service the Service Category column shall include the type of service, brand name or other service descriptor to include bandwidth or speed as applicable. Broadcast Satellite Services shall be priced in the Fixed Satellite Service pricing tables.

All necessary hardware, software, equipment and accessories shall be priced separately using equipment CLINS identified in Tables 3.1.2, 4.1.2, 5.1.2, 6.1.2 and B.7.1.2.

### **L.9.2.2 Pricing for Service Type II: Satellite Application Services**

For each proposed Satellite Application Service, the offeror shall identify service and equipment charges separately for each year using applicable tables defined in Sections B.3.2, B.4.2, B.5.2, B.6.2 and B.7.2.

The offeror may propose packaged pricing for services offered under Service Type II. If packaging is proposed, offerors shall separately identify pricing for each element of the service and equipment needed using Tables identified for Service Type II.

If the offeror proposes a Satellite Application Service in addition to those listed in Section C.3.2, pricing shall be provided by continuing the same table format and CLIN structure identified for Tables B.3.2.1 through B.3.2.5. For example, the first additional service prices shall be identified in Tables B.3.2.6, B.4.2.6, B.5.2.6, B.6.2.6, and B.7.2.6 using CLIN numbering starting at 560000.

### **L.9.2.3 Pricing for Service Type III: Satellite Design, Engineering, and Maintenance**

For Service Type III, the offeror shall identify and price services on a fixed price basis per service or work product for each year using Tables B.3.3, B.4.3, B.5.3, B.6.3, and B.7.3. Individual labor categories/rates will not be considered.

For evaluation purposes, the offeror shall identify each element that makes up the pricing for each service or work product.

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**L.9.2.4 Pricing for Service Type IV: Satellite Professional Support Services**

For Satellite Professional Support Services, provide the following information for each year of the 5-year base period in Tables B.3.4, B.4.4, B.5.4, B.6.4, and B.7.4. In addition, provide the information for on-site and off-site.

<b>Labor Category</b>	<b>Loaded Rate On Site</b>	<b>Loaded Rate Off Site</b>
Program Manager		
Project Engineer		
Subject Matter Expert		
Senior Technical Staff		
Technical Staff		
Principal Engineer		
Senior Engineer		
Engineer		
Network Engineer		
Information Security Specialist		
Management Support Staff		

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For DOL SCA categories, offerors shall provide a breakdown of each proposed loaded rate using the following table:

Labor Category	Hrly Rate	G&A (%)	Overhead (%) On Site	Overhead (%) Off Site	Fee (%)	Loaded Rate On Site	Loaded Rate Off Site
Engineering Technician IV  (DOL SCA Labor Category #29084)							
Engineering Technician II  (DOL SCA Labor Category #29082)							
Word Processor III  (DOL SCA Labor Category #01613)							

### L.9.2.5 Appendices

As identified in L.9.1 instructions for Tab A, the Offeror shall provide supporting documentation for proposed prices. Documentation may include commercial price list, current GSA Schedule prices, Blanket Purchase Agreement (BPA) prices, previous GSA contract prices, or other agency contracts.

### L.10 Pre-proposal Conference

- a) A pre-proposal conference will be held at 9:00 a.m. to 12:00 p.m. (EST) on February 14, 2006, at Willow Wood Plaza, 10304 Eaton Place, Fairfax, VA 22030. Attendance is limited to two persons per firm and reservations are required. Please e-mail requests for attendance to Bridget Gotay at [bridget.gotay@gsa.gov](mailto:bridget.gotay@gsa.gov).
- b) Prospective offerors shall submit any questions in writing to Peggy Van Tassel at GSA, 10300 Eaton Place, Room 555, Fairfax, VA 22030 or via email at [peggy.vantassel@gsa.gov](mailto:peggy.vantassel@gsa.gov).

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- c) Replies to questions received prior to the conference will be provided during or subsequent to the conference.

**L.11 Release of Proposals**

The Government intends to disclose proposals received in response to this solicitation to non-government evaluators. Each evaluator will be required to sign and provide to GSA a “Conflict of Interest Acknowledgement and Nondisclosure Agreement” prior to gaining access to a proposal.

## SECTION M – EVALUATION FACTORS FOR AWARD

### M.1 52.212-2 EVALUATION – COMMERCIAL ITEMS (JAN 1999)

The Government anticipates awarding multiple contracts from this solicitation to the responsible Offerors whose proposal conforming to the solicitation is the most advantageous to the Government, price and other factors considered. The following factors will be used to evaluate proposals:

- Technical
- Past Performance
- Management
- Price

All factors are equal in importance. An unacceptable rating in any of the factors listed above will disqualify the Offeror for an award. In addition, an unacceptable rating for any subfactor identified for any of the above factors may disqualify the Offeror for an award. Technical, past performance, and management factors when **combined** are more important than Price.

In conducting the evaluation of proposals, the Government reserves the right to consider all information available at the time of evaluation. The Government may rely on information contained in its own records (such as Government audit agencies) and information available through commercial sources (such as Dun and Bradstreet Reports, Open Ratings, etc).

Offerors are reminded that unsupported statements and promises to comply with the Government's requirements will not be sufficient. Proposals shall not merely repeat the Government's requirements. Each Offeror shall provide convincing detailed documentary evidence in support of any conclusion statements relating to performance.

The Government intends to award without discussions, unless discussions are deemed necessary by the Contracting Officer.

### M.2 FACTOR 1 - TECHNICAL CAPABILITIES EVALUATION

The Government will evaluate proposed technical capabilities on the Offeror's ability to convey to the Government its ability to perform the minimum requirements of this solicitation as identified in Section C.3.

To be considered for award, the Offeror shall provide, at a minimum, one service from Service Type I, one service from Service Type II, and all services within Service Type III. In addition, small businesses may also provide Service Type IV, which is a small business set-aside.

The Offeror must provide services that at a minimum geographically cover the forty-eight (48) contiguous states and the District of Columbia. The technical proposal evaluation subfactors are listed below and are of equal importance.

## **SECTION M – EVALUATION FACTORS FOR AWARD**

Subfactor 1 – Service Type I: Satellite Transport Services

Subfactor 2 – Service Type II: Satellite Applications Services

Subfactor 3 – Service Type III: Satellite Design, Engineering, and Maintenance Services

Subfactor 4 – Service Type IV: Satellite Professional Support Services (Small Business Set-Aside)

Technical capabilities will be rated using the following adjectival ratings applied to each factor and subfactor.

**Acceptable** – Offeror proposes services that meet the minimum set of services identified in Section C.3 and meet the minimum requirements for each Subfactor offered.

**Unacceptable** – Offeror has not proposed services that meet the minimum set of services required in Section C.3 or meet the minimum set of requirements for each Subfactor offered.

An unacceptable rating in any of subfactors 1, 2 or 3 will result in an unacceptable rating for the overall Technical evaluation. In the event a small business receives an unacceptable rating for Service Type IV (Subfactor 4), it still may be considered for award for Service Types I, II, and III.

### **M.2.1 Subfactor 1 – Service Type I: Satellite Transport Services**

The Offeror will be evaluated on its ability to provide Mobile and/or Fixed Satellite Transport Services and meet the minimum requirements identified in Section C.3.1 of the solicitation for Service Type I.

### **M.2.2 Subfactor 2 – Service Type II: Satellite Applications Services**

The Offeror will be evaluated on its ability to provide one of the Satellite Application Services that meet the minimum requirements identified in Section C.3.2 of the solicitation for Service Type II.

### **M.2.3 Subfactor 3 – Service Type III: Satellite Design, Engineering, and Maintenance Services**

The Offeror will be evaluated on its ability to provide Satellite Design, Engineering, and Maintenance Services (for services delivered under Service Types I and II) as identified in Section C.3.3 of the solicitation for Service Type III.

### **M.2.4 Subfactor 4 – Service Type IV: Satellite Professional Support Services (Small Business Set-Aside)**

The Offeror will be evaluated on its ability to provide the Professional Support services identified in Section C.3.4. The Offerors skill categories will be evaluated to determine the

## SECTION M – EVALUATION FACTORS FOR AWARD

extent to which the Offeror’s internal skills correlation meet or exceed skill category requirements in Section C.3.4.1 and proposed prices for each labor category will be evaluated for reasonableness.

### M.3 FACTOR 2 - PAST PERFORMANCE EVALUATION

The Government will evaluate Past Performance based on the offeror’s relevant performance within the past three (3) years on a minimum of five (5) satellite contracts or delivery/task orders, including demonstrated corrective actions, references’ responses, and the Past Performance Information Retrieval System (PPIRS). The Government may use data provided by the Offeror in its proposal and/or data obtained from other sources. Since the Government may not necessarily interview all of the sources provided by the Offerors, it is incumbent upon the Offeror to explain the relevance of the data provided. Offerors are reminded that while the Government may elect to consider data obtained from other sources, the burden of providing thorough and complete performance information rests with the Offeror.

Of the contracts or delivery/task orders submitted, all must have an acceptable degree of client satisfaction and must meet all criteria identified in Section L.8.3 to be evaluated as acceptable. The Government may contact references to verify information submitted to include type of work performed, its accountability, prices, and completion dates. Each satellite contract and/or delivery/task order identified will be evaluated based on the following criteria: quality and timeliness of work performed; meeting deliverable(s) completion dates, contractor’s management of work performed and responsiveness to work related issues; cost management; socioeconomic goals; handling of trouble calls and complaints; billing/invoicing issues; and quality control.

An Offeror who has past performance information but fails to submit it, will result in the proposal not receiving further consideration.

Each past performance experience will be rated using the following adjectival ratings:

**Acceptable** – Past performance indicates no unfavorable information.

**Unacceptable** – Past performance indicates unfavorable information.

In the case of an Offeror that does not have past performance information, or in the case where information on past performance is not available, the Offeror shall receive a neutral rating under the past performance factor. Any unfavorable information will be verified by the Government and the offeror will be contacted before an Unacceptable rating is determined.

An unacceptable rating for any past performance experience submitted for evaluation may result in an unacceptable rating for the overall Past Performance evaluation factor.

## SECTION M – EVALUATION FACTORS FOR AWARD

The overall ratings for Past Performance will be determined based on the combination of the evaluations for each individual past performance experience and will use the following adjectival ratings:

**Acceptable** – Offeror proposes the minimum number of past performance experiences and all individual past performance references provided favorable information.

**Unacceptable** – Any individual past performance reference provided unfavorable information.

### M.4 FACTOR 3 - MANAGEMENT EVALUATION

The Offeror will be evaluated on its management proposal based on its quality, feasibility, practicability, and level of understanding of the requirements identified in Section C.4 of the solicitation. The management subfactors listed in Section C.4 are equal in importance. The offeror will be evaluated on information provided per instructions given in Section L.7.2.

Management capabilities will be rated using the following adjectival ratings.

**Acceptable** – Offeror provides capabilities that meet the requirements identified in Section C.4.

**Unacceptable** – Offeror does not meet the requirements identified in Section C.4.

An unacceptable rating in any of the subfactors identified in Section C.4 will result in an unacceptable rating for the overall Management evaluation factor.

### M.5 FACTOR 4 - PRICE PROPOSAL EVALUATION

Offerors' price proposals will be evaluated to determine price realism and reasonableness. Prices, which are excessively high or low, may be considered unrealistic and unreasonable, and the proposal may receive no further consideration.

Fixed Price: The fixed prices proposed will be evaluated against the Offerors commercial pricing and the discount rate(s) provided to the Government. Prices must also be found fair and reasonable and in concert with the Offerors commercial practices and discounts to be deemed acceptable.

Realism and Reasonableness (Satellite Professional Support Services Labor Rates). The skill level prices will be evaluated to ensure that the proposed rates reasonably reflect an understanding of the work and skills required and the labor market(s) involved. These relationships must be reasonable for the price proposal to be deemed acceptable.

Department of Labor (DOL) Service Contract Act (SCA) labor categories. The direct labor rates, the indirect cost pools (G&A/Overhead), fee, and escalation rate(s) will also be evaluated against the labor rates specified by the DOL SCA in determining price reasonableness and compliance with the Service Contract Act.